DALLAS INDEPENDENT SCHOOL DISTRICT
CONSTRUCTION SERVICES

Project Manual

VOLUME 1 OF 2

CSP 208295

ORG 109 – W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION

A/E FIRM
Alliance Architects, INC.

CIVIL: JQ INFRASTRUCTURE
STRUCTURAL: JQ INFRASTRUCTURE

MEPT: B&H ENGINEERING
FOOD SERVICE: FDP

1/18/2026

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ARCHITECT AND CONSULTANTS SEALS PAGE

ARCHITECT:

ALLIANCE ARCHITECTS, INC.
1600 N. COLLINS BLVD., SUITE
RICHARDSON, TEXAS 75080
972.233.0400

11/16/2025

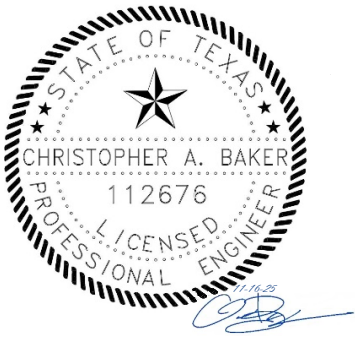
CIVIL ENGINEER:

JQ INFRASTUCTURE, LLC
100 GLASS STREET
DALLAS, TEXAS, 75207
(214) 752-9098

11.16.2025

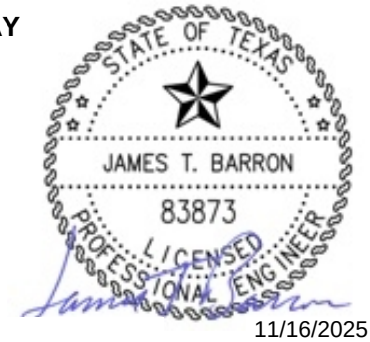
STRUCTURAL ENGINEER:

JQ INFRASTUCTURE, LLC
100 GLASS STREET
DALLAS, TEXAS, 75207
(214) 752-9098



MEP ENGINEER:

B&H ENGINEERS, INC.
511 E. JOHN CARPENTER FREEWAY
IRVING, TX 75062
214.496.1670



11/16/2025

FOOD SERVICE:

FOODSERVICE DESIGN PROFESSIONALS, LLC
584 N. KIMBALL AVE,
SOUTHLAKE, TEXAS, 76092
972.245.5300

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ORG 109 W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION

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Procurement Services January 18, 2026

The Dallas Independent School District ("District") is soliciting Competitive Sealed Proposals ("CSP") from qualified sources relative to the provision of the following request For Competitive Sealed Proposals ("CSP"). This procurement will be managed under the Dallas ISD Construction Services department.

For information on how to obtain the CSP documents, go to the District's **Construction Services** website **http://www.dallasisd.org. Click on "Departments;" click on "Construction Services/Bond Office;" click on "Bond Vendor Opportunities;"** then click on the bid package number. Follow the Document Distribution instructions to obtain the CSP documents. The CSP documents contain the necessary information to submit a CSP to the District, including construction documents, selection criteria, estimated budget, project scope, schedule, and other information that contractors may require to respond to the request.

Please return the "Intention to Propose" form (Specification Section 00 11 17) to the Construction Services Procurement Director listed on the form.

CSP #	Description	Closing Date	Buyers Initials
208295	ORG 109 – W.A. BLAIR ELEMENTARY SCHOOL- RENOVATION AND ADDITION	2/17/2026	MH

A pre-proposal meeting will be held at 10 AM on 1/26/2026 via MS Teams for all interested parties. This meeting is not mandatory, but information discussed will be extremely helpful in preparation of the proposal.

Team's Meeting Information:
Meeting ID: 216 186 191 173 73
Passcode: ZN2hu3vu

All general contractors and sub-contractors are encouraged to attend this meeting. Contractors will meet A/E(s) and PM at the school to start site tours. The first site tour will take place immediately following the pre-proposal. The following is the schedule for each site tour:

School Org#	School Name	Date	Time	School Address, Location of Meeting
109	W.A. BLAIR ELEMENTARY SCHOOL	1/26/2026	3:30 PM	7720 Gayglen Drive, Dallas, TX 75217

All Construction Services procurements must be physically delivered to the Construction Services office, at the Linus D. Wright Dallas ISD Administration Building 9400 North Central Expressway, Suite 800 Dallas, TX 75231. (Call 972.925.7200 for directions). Delivery to other locations will result in rejection of a CSP.

Completed CSP Package **Part 1-A, 1-B and 1-C are due on Tuesday, 2/17/2026 at 2:00 PM** (local time).

Completed CSP Package **Part 2 is due on Wednesday, 2/18/2026 at 3:00 PM (**local time).

Any materials received after the respective closing dates / times will not be considered.

The District will open and read the names of the proposers and prices submitted in responsive CSPs beginning at 3:30 P.M. local time upon submittal of Part 2 of the Package, via Zoom at Dallas ISD Construction Services, Linus D. Wright Dallas ISD Administration Building 9400 North Central Expressway, Suite 800 Dallas, TX 75231.

Team's Meeting Information:
Meeting ID: 273 846 965 472 71
Passcode: Rk7qN6fL

No further information will be officially released until after the date the Agenda is publicized for the Board of Trustees briefing.

The right is reserved to reject any or all bids, proposals, CSPs, or statements of qualification and to waive technicalities.

The Dallas Independent School District is committed to the ideals of equal opportunity in all its business endeavors.

The Dallas Independent School District's Construction Services projects have a 30% Small Business Enterprise (SBE) aspirational goal in construction.

RUN TWO TIMES ONLY AS FOLLOWS:
1/18/2026 of 1st ad and 1/25/2026 of 2nd ad

DALLAS INDEPENDENT SCHOOL DISTRICT

PROCUREMENT SERVICES – CONSTRUCTION SERVICES

DOCUMENT DISTRIBUTION

CONSTRUCTION SERVICES

CSP 208295
Org 109 – W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION
J109_P0436_1

SOLICITATION TIMELINE:

Issue Date:	01/18/2026
First Advertisement Date	01/18/2026
Second Advertisement Date	01/25/2026
Preproposal Meeting	01/26/2026 10:00 AM CST
Question Deadline	02/02/2026
Question Responses from the District	02/09/2026
CSP Response Due Dates Pt 1-A, Pt 1-B, and Pt 1-C	02/17/2026 2:00 PM CST
CSP Response Due Date Pt 2	02/18/2026 3:00 PM CST
CSP Evaluation	02/24/2026
Anticipated Board Approval	**04/23/2026**

1. DOCUMENT DISTRIBUTION:

The attached "Document Distribution" page details how documents and addenda will be distributed.

2. ESTIMATED CONSTRUCTION BUDGET INCLUDING ALLOWANCES:

Total Estimated Construction Budget (CCL + IC+ Allowances) for CSP 208295 $4,744,382.35

3. Scope of Work. The Work consists of:

ORG 109 – W.A. BLAIR ELEMENTARY SCHOOL - Project consists of the following:

1. Provide security updates including camera, card access reader and door contacts.
2. Provide secure front vestibule, admin area offices
3. Replace Exterior Waterproofing Sealant Joints
4. Replace Fire Alarm System
5. Provide Exterior Lighting Controls
6. Replace Exterior Lights w/ LED Lighting
7. Extend fire lane access drive
8. Renovate existing Cafeteria
9. Renovate and expand Kitchen
10. Mechanical/HVAC improvements including new rooftop units, replacing pumps, steam boiler, steam piping, condensate pump & piping, and providing controls.
11. Plumbing improvements include new waste piping, hot water heater, grease interceptor

4. Contact Information:

Technical questions and all other questions related to this solicitation are to be referred to:

Attention:	**Dallas ISD Procurement Services**
Email:	**ProcurementCS@dallasisd.org**

Please notate the solicitation number **CSP 208295** in the subject line of your email.

DOCUMENT DISTRIBUTION
CSP PACKAGE 208295

Documents will be distributed as follows:

Hard copy and file distribution are provided, beginning

Printing Company Name:	**Thomas Printworks**
Attention:	**Jon Sauve**
Address:	**P.O. Box 830768**
City, State and Zip	**Richardson, TX 75083**
Phone:	**972-231-7227**
Email:	**jon.sauve@thomasprintworks.com**

Any addendum issued will be listed or posted at the **Dallas ISD Construction Services** website http://www.dallasisd.org/ **Click on "Departments"; click on "Construction Services/Bond Office"; click on "Bond Vendor Opportunities"**; then click on the bid package number. Any and all addenda that are too large in size for the website will not be posted on the District website. However, all such addenda will be listed on the website with the date of issuance of each addendum, and instructions to proposers for procuring such addenda from **Thomas Printworks**

Documents are available as follows:

- **Full size sets of plans and specifications and USB drives of the same information and details are available for purchase at the Printing Company noted above. Purchase price must be obtained directly from the Printing Company.**

- **The purchases of additional USB drives of proposal documents in PDF format are available only to purchasers of at least one (1) full size plans and specifications. Purchase price must be obtained directly from the Printing Company.**

- **Addenda will be available from the Printing Company for purchase. Purchase price must be obtained directly from the Printing Company.**

Delivery pricing can be obtained from **Thomas Printworks**

The bidder or proposer is responsible for obtaining all Addenda prior to submitting a bid or proposal to the District.

A list of Plan Rooms and other entities that have documents available for viewing are as follows:

DRAWINGS AND SPECIFICATIONS ARE AVAILABLE AT THE FOLLOWING:

Dallas/Fort Worth Minority Supplier Development Council
Sha'Ron Richardson
construction@dfwmsdc.com
214-630-0747
8828 N. Stemmons Freeway, Ste. 550
Dallas, TX 75247

Regional Hispanic Contractors Association
John H. Martinez
john@regionalhca.org
972-786-0909
3918 North Hampton Rd.
Dallas, TX 75212

Regional Black Contractors Association of North Texas, Inc.
John Proctor
info@blackcontractors.org
214-565-8946
2627 Martin Luther King Jr. Blvd,
Dallas, TX 75215

Fort Worth Hispanic Chamber of Commerce
Gilbert Juarez
gilbert@pic-printing.com
https://www.fwhccplanroom.com/
817-625-5411
1327 N. Main Street
Fort Worth, TX 76164

Greater Dallas Hispanic Chamber of Commerce
Gabriela Carvallo
gabriela@gdhcc.com
214-521-6007
1402 N. Corinth St., Ste 225
Dallas, TX 75215

Construction Connect
Michael Stubbs
Content@ConstructConnect.com
800-364-2059
30 Technology Parkway South, Ste 100
Norcross, GA 30092

Dodge Data & Analytics formerly McGraw-Hill Construction Dodge
support@construction.com
877-784-9556
4300 Beltway Place, Ste. 180
Arlington, TX 76018

Dallas Black Chamber of Commerce
Tigist Solomon
tsolomon@dbcc.org
214-702-6652
2922 Martin Luther King Jr. Blvd., Building A, Ste. 104
Dallas, TX 75215

Fort Worth Metropolitan Black Chamber of Commerce
Jeremiah Anderson
janderson@fwmbcc.org
817-871-6558
1150 South Fwy, Ste. 211
Fort Worth, TX 76104

Virtual Builders Exchange, LLC
Heidi Shaffer
heidi@virtualbx.com
210-564-6900
4047 Naco Perrin, Ste.100
San Antonio, TX 78217

SECTION 00 11 17 – INTENTION TO PROPOSE FORM

Please return this Intention to Propose Form within **Five (5) Days** of receipt of this Request for Competitive Sealed Proposal Package. Doing so will enable us to keep a record of interest in this project. It is your responsibility to continue to monitor the District Website for any modifications or addenda issued prior to the submittal deadline. Email this form to:

ATTN: **Dallas ISD Procurement Services c/o Bond/Construction Services**
Linus D. Wright Dallas ISD Administration Building
9400 North Central Expressway, Suite 800
Dallas, TX 75231
E-mail: ProcurementCS@dallasisd.org

Subject: Dallas ISD Construction Services
CSP 208295

Dear **Procurement Services:**

We hereby acknowledge receipt of the proposal documents for the above referenced COMPETITIVE SEALED PROPOSAL (CSP) Package, and confirm that:

(Check appropriate box)

☐ We do intend to submit a proposal for this work. We understand that this proposal will be prepared by us at no cost or obligation to: Alliance Architects, Inc. or Dallas ISD.

☐ We do not intend to submit a proposal on this work. The reason(s) we decline to offer a proposal is as follows:

_____

_____

_____

Yours sincerely,

_____ _____
Name Signature

_____ _____
Firm Title

_____ _____
Phone Date

_____
Fax

_____
Email Address

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

1.01 GENERAL INFORMATION

1.01.1. Scope

In accordance with the Texas Government Code Chapter 2269 the Dallas ISD is requesting Competitive Sealed Proposals (CSP) from general construction contractors. The following instructions by the Dallas Independent School District are intended to afford proposers an equal opportunity to participate in the proposal process.

1.01.2. Discrepancies and Interpretations

Proposer must notify the Architect/Engineer during procurement, at least ten (10) business days prior to the scheduled Proposal opening date, with any questions arising out of the drawings or specifications or if discrepancies, ambiguities or omissions are found in the Proposal documents, or if further information or interpretation is desired.

Answers to inquiries will be provided in writing to all proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

1.01.3. Submittal Procedures

Submit the Proposal in sealed packages of sufficient size to hold all of the copies of the Proposal documents. These should be packaged following the instructions in Specification Section 00 41 10 – Overall Proposal Packaging Checklist.

Provide a properly formatted label, using page one of the advertisement, on the exterior of the Proposal envelope or package providing the proposer's identification including due date and time.

If the Proposal is submitted by mail, place the sealed Proposal package in a mailing envelope addressed as required in this section. Delivery of the Proposal prior to the advertised time set for the Proposal opening is the responsibility of the proposer. Dallas ISD is not responsible for mail delivered from the post office.

1.01.4. Preparation of Competitive Sealed Proposals

The Proposal must be based on conditions at the project site, the project Drawings, the project manual and any addenda issued.

All original Proposal Forms must be authoritatively executed and submitted on the Proposal forms furnished by Dallas ISD.

If the **Technical Proposal** form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains.

A Proposal with omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form may result in the proposal being deemed as non-responsive.

If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by Dallas ISD as incomplete and may subject the entire Proposal to rejection.

Only one proposal shall be submitted by each proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals will be deemed as non-responsive. The blank Proposal form bound in the Specification is for the proposer's information reference only.

Facsimile or emailed proposals will not be accepted and modifications are not allowed. Any modifications not inside the proposal envelopes/packages will not be considered part of the Contractor's proposal.

The proposer will receive no compensation or reimbursement of expenses incurred in the preparation of this Proposal.

Dallas ISD reserves the right to reject any or all Proposals. Dallas ISD also reserves the right to waive errors and omissions in any proposal if it deems it in the best interest of Dallas ISD to do so.

1.01.5. Public Information and Notice of Confidentiality

Dallas ISD considers all Proposal information, documentation and supporting materials submitted in response to this Request for Competitive Sealed Proposal to be non-confidential and / or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract. Exceptions to this are listed in this Project Manual.

The Proposer must identify and designate those portions of their technical Proposal which contain trade secrets or other proprietary data. If the Proposal includes such data, the proposer shall:

Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside Dallas ISD, and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal."

Mark each sheet and the specific data on that sheet that the proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

1.01.6. Proposal Guaranty Bond

A Proposal bond on Dallas ISD Proposal Guarantee Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of not less than ten percent (10%) of the greatest total amount of the proposed contract amount (Base Price plus all Allowances), payable without recourse to the order of the Dallas ISD Board of Trustees, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

The Proposal Guarantee Bond must be accompanied by a properly dated and executed Power of Attorney with a raised Surety seal on each document. Failure to do so will constitute an irregular Proposal which may be deemed as non-responsive. Use of a Surety company's bond form is not acceptable and may result in the Proposal being deemed as non-responsive.

Should the successful proposer fail to execute and return to Dallas ISD, the Contract and Bonds within ten (10) calendar days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty becomes the property of Dallas ISD.

No cashier's checks, official checks, or other items will be accepted. Only a Proposal Guaranty Bond as described in this paragraph for proposal security.

Deadline for Signing Contract and DALLAS ISD's Rights if Delay

The completion of this Project is crucial and must remain on a timely schedule. In order to keep the Project on a judicious schedule, the selected proposer must:

a. Sign the Contract no later than ten (10) calendar days after the date of Board approval when the selected proposer has been notified that it is the successful proposer, and

b. Provide the safety plan for the Project and all required bonds and insurance no later than five (5) business days after the successful proposer has signed the contract.

If the selected proposer fails to meet the district's specified deadline of ten (10) calendar days, the Dallas ISD has the right to:

a. Award the contract to the next successive responsive proposer subject to the district's ranking and evaluation.

1.01.7. Insurance

Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due not later than 5 business days after execution of contract by the owner.

1.01.8. Ownership of the Competitive Sealed Proposal and Contractor's Proprietary Information

Submitted Proposals, documentation and supporting materials shall become the property of Dallas ISD.

1.01.9. Site Investigation

It is the responsibility of each proposer to examine the project site, existing improvements, and adjacent property and be familiar with existing conditions, and the full scope of the work before submission of a Proposal. By submitting a proposal, the Proposer certifies his acceptance of this requirement.

After investigating the project site and comparing the Drawings and Project Manual with the existing conditions, the proposer should immediately notify the A/E of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

Should the successful proposer fail to make the required investigations and should a question arise after award of contract as to the extent of the Work arising from existing conditions, the A/E will review the issues and make a recommendation to the Project Manager.

Requests for site visits by individual proposers after the formal Pre-Proposal Meeting for the purpose of evaluating and preparing a proposal, will not be accommodated. State law requires proper background checks and badging or accompaniment by District personnel for site visits. It is not practical for the District to provide such accompaniment for individual proposers outside the prescribed Pre-Proposal and Site Visit parameters. Therefore the only viable and appropriate opportunity for viewing the site prior to the proposal date is to attend the Pre-Proposal Meeting and Site Visits.

1.01.10. Evaluation and Contract Award Process

Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount (Base Price which includes all Allowances) beginning at 3:00pm Central time upon submittal of Part 2. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.

The Proposal Evaluation Committee will evaluate the Proposals. The criteria for evaluation and selection of the successful proposer for this award will be based upon the factors listed in the Evaluation Criteria herein and in the Request for Competitive Sealed Proposal documents.

The Proposal Evaluation Committee consists of the following:

- Construction Services Staff ("CSS")

- M/WBE (“M/WBE”)
  DALLAS ISD M/WBE Program Manager

- Construction Proposal Evaluators (“CPE”)
  Five (5) Owner Representatives and or other in-house staff (as assigned)

- Safety Manager Consultant (“SM”)

After opening the Proposals, the Proposal Evaluation Committee will evaluate and rank each Proposal with respect to the published selection criteria. This ranking will be used to make an advisory recommendation to the Dallas ISD Board of Trustees and is subject to their approval. Per Texas Government Code Ch. 2269, Dallas ISD may negotiate a contract with the selected proposer offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, Dallas ISD will endeavor not to disclose any information derived from the Proposals submitted by competing firms in conducting such discussions. The selected Contractor will be required to sign the Dallas ISD Contract form once the district’s Board of Trustees grant the formal recommendation for award at the particular monthly publicly held Board meeting.

If Dallas ISD determines that it is unable to reach a satisfactory agreement with the first ranked proposer, Dallas ISD will formally and in writing, terminate discussions with that proposer. Dallas ISD will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until Dallas ISD has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

Following execution of a contract agreement between Dallas ISD and the successful contractor(s), the proposers will be notified about the outcome of the selection process.

The award or rejection action regarding this Proposal is at the sole discretion of Dallas ISD. Dallas ISD makes no warranty regarding that a contract will be awarded to any proposer.

If a Contract is awarded, it will be awarded to the proposer offering the best value to Dallas ISD. Dallas ISD is not bound to accept the lowest priced Proposal, if that Proposal is judged and or determined not to be the best value for Dallas ISD.

1.02.1 RECEIPT OF PROPOSALS

See Specification Section 00 41 10 Overall Proposal Packaging Checklist - for packaging instructions and Section 00 11 13 Advertisement for CSP for proposal receipt instructions and details

1.03.1 ADDENDA, ALLOWANCES, ALTERNATES AND UNIT PRICES

Addenda. Contractors are required to acknowledge receipt of all addenda issued prior to the Proposal due date. Failure to acknowledge all addenda in the Proposal Form will result in the Proposal being deemed as non-responsive.

Allowances. Contractors are required to include the Allowances described in Section 01 21 00 in the Base Proposal. Refer to the General, Supplementary and Other Conditions of the Contract for Construction for other related details on allowances.

Contingency Allowance. All construction contracts shall contain an Owner Controlled Contingency Allowance (OCCA). The contingency allowance is to be used only for expenditures which do not require a change order. The contingency allowance may be used to pay for changes in the work including but not limited to those resulting from hidden or unforeseen conditions.
The contingency allowance may be used to pay claims. Use of the contingency allowance must be authorized in advance by the Owner’s Project Manager. Refer to Specification Section 00 41 11, for the contingency allowance. The contractor shall not be entitled to markups or profit related to use of the Owner Controlled Contingency Allowance.

Alternates. Contractors are required to submit prices for the Alternates described in Section 01 23 00 to add work or to deduct work from the Base Proposal. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Refer to Drawings and Technical Specifications Sections for items of work affected by Alternates. Election of Alternates will be exercised at the option of the Owner. Contractor will include as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation. The amount shown in Specification Section 00 41 12 for each alternate shall include all plant, labor, material, equipment, overhead, profit, insurance and other costs incidental to the performance under the alternate. Failure to provide this information as an alternate is unacceptable and may result in the Proposal being deemed as non-responsive.

Unit Prices. Contractors are required to submit unit prices for any items that are listed in Spec. Section 01 22 00. The amount shown in Specification Section 00 41 12 for each unit price listed task/item shall include all overhead, profit, insurance and other costs incidental to the performance of the listed task/item. Failure to provide the requested unit pricing may result in the Proposal being deemed as non-responsive.

1.04.1 EVALUATION CRITERIA

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Government Code Chapter 2269, Contracting and Delivery Procedures for Construction Projects. The firm that offers the best value to the district based on published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm. Should negotiations be unsuccessful, the firm will be notified in writing of the decision to end negotiations, and the District will proceed to the next firm in the order of selection ranking until a contract is reached or all proposals are rejected. Based upon the proposal material submitted, the following criteria will be used to evaluate firms.

Criteria Number	Criteria Description	Category Value
1	**Purchase Price**	
1a	¹ Proposal Price - This section will be scored according to published formula by Construction Services Procurement personnel and provided for all evaluators:	40 points
	Category Total:	**40 points**
2	**Reputation of Vendors and of the Vendor's Goods or Services**	
2a	References – Designated evaluators will check references to score this section:	5 points
	Category Total:	**5 Points**
3	**The Quality of the Vendor's Goods or Service**	
3a	Safety Plan, and Insurance Rate Modifier (IRM):	5 points
3b	Proposed Project Team(s) and Management approach to proposed projects:	7 Points
	Category Total:	**12 Points**
4	**The Extent to which the Goods or Services Meet the District's Needs**	
4a	General Contractor's current/past K-12 new or renovation construction experience:	10 points
4b	Proposed Construction schedule and phasing plan:	5 points
	Category Total:	**15 points**
5	**The Vendor's Past Relationship with the District**	
5a	Rated based on Past Project Performance, Quality, Compliance with Terms & Regulations.	5 points
	Category Total:	**5 points**
6	**The impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (SBE)**	
6a	Proposer demonstrated a commitment to the district's SBE program by providing enhancements to the administration of the proposer's contracting process for the work to be done by SBE firms. Examples of this commitment may include any of the following: expedited payments, Mentor Protege Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc.	3 Points
6b	Proposer submitted a list of two (2) SBE subcontractor references.	2 Points
6c	Proposer is a certified SBE OR Proposer submitted a Joint Venture Agreement with a certified SBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified SBE.	5 Points
6d	Proposer submitted a diverse list of certified SBE subcontractors, sub-consultants or suppliers that meets or exceeds the district's SBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the SBE project goals with a diverse SBE team of subcontractors, suppliers and subconsultants.	5 Points
6e	Proposer demonstrated a comprehensive framework and understanding of the district's SBE program by: providing a written and detailed SBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to SBE subcontractors, adhering to the SBE commitment and subcontractor payment terms, executing the SBE subcontracting schedule, complying with the district's SBE Program.	5 Points
	Category Total:	**20 Points**
7	**The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services**	
7a	Financial status of the vendor (as rated by Dun & Bradstreet):	3 Points
	Category Total:	**3 Points**
8	**Any other Relevant Factor Specifically Listed in the Procurement Document**	
8a	N/A	0 points
	Category Total:	**0 points**
	Total	**100 Points Maximum**

[1] **Proposed Pricing Formula:**
Maximum Score = Minimum Score = Zero (0)
Forty (40)
Notes: Low Bidder can only receive the full 40 points if at or under the advertised Construction Budget Estimate (A7)
Notes: Bids that are under budget will only lose 1 point per % from Low Bidder (Column G)
Notes: Bids that are over budget will be penalized 1 point per % from Low Bidder to the Budget & 2 points per % from the Budget
Notes: The low bidder is awarded points up to 20% over budget. If Low bid is 20% or more over Construction Budget Estimate (A7), no bidder shall receive any points for price.
NOTE: If all bidders are 20% or more over budget resulting no points being awarded, Dallas ISD shall use an alternative price evaluation formula to award points for the bids received. Low bidder will be awarded 5 points and each bidder will lose 1 point per percent from the low bid.
Formula = P10-G10*100 P= Max Points Allowed (40) G= % from Low Bid
Step 1- Determine Low Bidder (Column C)
Formula = =IF(Bid=$E$6,"Low Bidder","-")
E6 = Low Bid
Step 2- Calculate Bid Delta ($) from Budget (Column D)
Formula = =Bid-$A$7)
A7 = Construction Budget Estimate
Step 3- Calculate Bid Delta (%) from Budget (Column E)
Formula = =ROUND((Bid-$A$7)/$A$7,2))
A7 = Construction Budget Estimate
Step 4- Determine if Bid is Over or Under Budget (Column F)
Formula = =IF(Bid<=$A$7,"Under Budget","Over Budget"))
A7 = Construction Budget Estimate
Step 5- Calculate Bid Delta (%) from Low Bid (Column G)
Formula = =IF(C10="low bidder",0,ROUND(E10-MIN($E$10:$E$40),2)))
C10 = Low Bidder vs Not Low Bidder
Step 6- Calculate Points Lost for Bids Under Budget. (Column H)
Bid Proposals that are UNDER the Construction Budget Estimate provied will be scored with an escalator of 1. 1 Point Per Percent from low bid will be deducted from max points of 40.
Pricing Formula = =IF(C10="low bidder",0,IF(F10="under budget",ROUND((G10*100)-K10,0),IF(MIN($E$10:$E$40)>0%,0,ROUND(-MIN($E$10:$E$40)*100,0)))))
Under Budget
Step 7- Calculate Points Lost for Bids Over Budget. (Column K)
Bid Proposals that are OVER the Construction Budget Estimate provided will be scored with an escalator of 1 from the Low Bid to the Budget and an Escalator of 2 from the Budget to their bid. 1 Point Per Percent from the low bid will be deducted from low bid to budget & 2 points per percent from budget to their amount from max points of 40.
Pricing Formula = =IF(F10="under budget",0,IF(F10="OVER BUDGET",IF(C10="low bidder",ROUND((E10*100),0),ROUND((E10*100),0)))))

Step 8- Add Multiplier to Points Lost for Bids Over Budget (Column M)
Bid Proposals that are OVER the Construction Budget Estimate provied will be scored with an escalator of 1 from the Low Bid to the Budget & an Escalator or 2 from the Budget to their bid. 1 Point Per Percent from low bid will be deducted from low bid to budget & 2 points per percent from budget to their amount from max points of 40.
Pricing Formula = =IF(C10="low bidder",K10*2,IF(F10="under Budget",0,(E10*100)*2)))
Step 9- Calculate Total Points Lost (Column N)
Add Points Lost from Step 7 (Column J) + Points Lost from Step 8 (Column M)
Pricing Formula = =J10+M10)
Step 10- Calculate Total Points Awarded (Column Q)
Subtract Points Lost from Max Points of 40
Pricing Formula = =IF(C10="low bidder",K10*2,IF(F10="under Budget",0,(E10*100)*2)))
C10 = Low Bidder vs Not Low Bidder

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION

1.01 PROJECT NAME/ADDRESS

CSP 208295, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
109	W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION	RENOVATION AND ADDITION	7720 GAYGLEN DR DALLAS, TX 75217

1.02 OWNER

Dallas Independent School District
Construction Services
Linus D. Wright Dallas ISD Administration Building
9400 N. Central Expressway Suite 800
Dallas, TX 75231

State Notification-

- A copy of the 10-day Abatement and/or Demolition notification submitted to the State, must be forwarded to the following departments within reasonable time frame:
- Dallas ISD Environmental-DDANIELS@dallasisd.org
- Bond Safety Department- almeza@dallasisd.org

Guidelines for Facility Owner Section-

- 10-day Abatement and Demolition State Notification, the below information must be included on **the facility owner section:**
- Name: Dallas Independent School District- Construction Services
- Attention: Contract Manager
- Address: 9400 N US 75-Central EXPY, STE 800 Dallas, TX 75231

1.03 OWNER'S PROJECT MANAGER (PM)

McKissack & McKissack will be the Owner's Project Manager (PM) for the management of planning, design, permitting, construction, and post-construction for this CSP. All correspondence and communication during the contract finalization, construction and post-construction processes shall be directed to the Architect/Engineer firm (A/E) with copy to **McKissack & McKissack.** During construction, the PM shall have authority to act on behalf of Dallas ISD for Owner related direction.

Jose Hernandez, Project Manager, McKissack & McKissack
Dallas Independent School District
Construction Services
Linus D. Wright Dallas ISD Administration Building
9400 N. Central Expressway Suite 800
Dallas, TX 75231
Phone: **214-762-5329**
E-mail: **C09988838@dallasisd.org**

1.04 ARCHITECT/ENGINEER FIRM (A/E)

Alliance Architects, Inc. has been retained by Dallas ISD as the primary Architect/Engineer (A/E) for this bid package. All Drawings and Specifications have been prepared by the Architect/Engineer (A/E), including those dated 11**/16/25.** All correspondence and communication regarding these documents shall be directed to the Architect/Engineer (A/E) with a copy to Project Manager.

Alliance Architects, Inc.
1600 North Collins Blvd. #1000
Richardson TX. 75080
Main Contact: **Gloria Boyd**
Phone: **214.923.1920**
Fax:
Email: **gloriab@alliancearch.com**

1.05 Summary of Work. See related Section 01 10 00 Summary of Work

1.06 Project Schedule. The Contractor shall diligently prosecute and achieve Substantial Completion of the Work no later than as shown below.

Org # -SCHOOL NAME and PROJECT TYPE	SUBSTANTIAL COMPLETION	Final COMPLETION
109 – W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION	July 01, 2027	60 days after Substantial

A Notice to Proceed (NTP) will be required before any work may commence. The NTP will be issued to the contractor when signed contracts, and any other required forms required, are returned to the Owner with valid bonds and insurance

A separate contract will be issued by Dallas ISD for each school. The Contractor will be required to provide Payment and Performance Bonds for each contract. Contractor shall be responsible for all permit costs including plan review fees.

1.07 Estimated Construction Budget (including allowances). The estimated construction budget for each school and total for the package is shown in the table below. The Owner reserves the right to reject any and all proposals if they exceed the estimated construction budget amount. The total base proposal amount for the package, which includes the listed allowances, will be considered in the evaluation of the Contractor's proposal.

For accounting purposes each school construction budget stands alone. In Section 00 41 11 Proposal Form Base – Base Bid (Part 1-A of the CSP), Proposers are required to enter a cost per school breakdown of their proposed Base Bid amount including allowances so that the cost per school can be verified against the per school budget during negotiations. These breakdowns are not for evaluation purposes and will not be read at the proposal opening.

School Org #	School Name and Project Type	Construction Cost Limitation (CCL)	In Contract Owner Controlled Contingency (IC) 5% for Renovation 2.5% for New	Total Other Owner Allowances	Estimated Construction Budget (CCL + IC + Allowances)
109	W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION	$4,423,356.89	$221,167.84	$99,857.62	$4,744,382.35

W. A. Blair Elementary School, Org 109, and construction budget (including allowances) for each project and total for CSP. NOTE: The total Estimated Construction Budget amount above shall match the amount in Section 00 11 13 Advertisement for CSP

1.01 **Student Safety is Priority-One**. The General Contractor ("the Contractor") has the duty of care to perform the Work safely. The Dallas ISD Safety Program and School Operational Parameters are incorporated into the Project Contract Documents. **Under the AIA 101 and 201, the Contractor's Superintendent is the person responsible for the daily safe execution of the Work.** The Contractor recognizes the critical need for the safety of all persons involved with the construction project, and most specifically the safety of students and the campus staff, and the need to conduct any and all construction operations in such a way as to NOT endanger the students and to NOT DISRUPT THE SCHOOL OPERATIONS.

The Contractor's Superintendent will plan his work with the students' safety as priority one. **On a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students' safety or the schools' operations. To this end, for each active project, the Contractor's safety manager and the Contractor's job site specific safety person MUST attend each DISD monthly Safety Committee Meeting. The PMF PM will also attend.**

Daily Contractor Operations:

- Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided by the Contractors' subs and reviewed by the Contractor.

- Prior to the end of each work shift, the Contractor's Superintendent will walk the site, and take the requisite action, to physically field verify that the campus has been made safe for student occupancy (the following morning), to protect the Work, materials and equipment from vandalism and theft. All gates and doors must be secured, and all warning signs must be posted.

- And at the end of the workday, the Contractor WILL audit the campus life safety systems and then call Central Control at 214.932.5627, to confirm to Central Control that the fire alarm system and security systems are back on normal operations.

- **The Contractor will not rely on DISD ("the Owner") staff, school personnel, or PMF PM to perform his end of shift duties of making the campus safe for occupancy and auditing the life safety systems.**

The Superintendent must have OSHA 30-Hour Training and must be proficient in enforcing the Dallas ISD Safety Program and School Operations Parameters. Each Foreman, that will be working on site, must have the OSHA 10-Hour Training.

2.01 **School Operating Hours.** For Contractor construction purposes, access to school facilities shall be limited during the school's normal working hours. During school operating hours, student occupancy and use is priority one. **And during normal hours, on a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students' safety or the schools' operations.** To this end, during school operating hours, the Contractor will incorporate student safety as priority one in his daily task specific Job Hazard Analysis ("JHAs") and there will be no digging during normal school operating hours.

3.01 **Normal hours** are defined as the time and days when DISD provides for custodial staff to be on site. The cost for DISD custodial staff, during normal working hours on normal working days, shall NOT be included in the Contractor's proposal. During procurement, the Contractor is free to call the campus to inquire as to the campus normal hours of operation. The DISD School calendar is readily available on the Dallas ISD website with a listing of the campus working days.

4.01 **After Hours Access.** The campus custodian must be on site when the Contractor is working after hours. **The Contractor is responsible for all after-hours custodial costs.** This cost shall be included in the Contractors proposal price. After hours are defined as the time when DISD does not have custodial staff on site. The Contractor will incur custodial overtime costs, at the rate of $30 per hour, for DISD custodial staff presence at the school site. The Contractor will not rely on DISD

("the Owner") staff or school to perform the Contractor's housekeeping duties. Custodial staff will be on site only to allow the Contractor access to the campus. Custodial staff will not perform cleanup work for the Contractor.

The Contractor is responsible for all after-hours custodian costs on days and times including but not limited to nights, weekends, DISD non-working days, and holidays. Any request by the Contractor to enter areas of the school, after normal operating hours, shall be coordinated and approved in advance per the (5) step process outlined on the DISD **'After Hours Access Request Form'**.

The contractor shall utilize the After-Hours Access Request form and submit said form to DISD at least two (2) working days prior to the needed access date. Contractor shall submit copies of each fully executed form(s) to the Project Manager ("PMF") via email each day and during each weekly progress meetings so that they may be attached to the meeting minutes. Upon request, the PMF PM will provide the After-Hours Access Request form to the Contractor in electronic format. **After execution of the Work, the Contractor must email all custodial forms to the PMF prior to leaving the site. Noncompliance will require the Contractor to daily hand deliver (the following morning) the end of the day executed OT form to the bond office.**

5.01 **Holidays, Spring, Summer, Fall, and Winter Break Operations.** The Contractor will explicitly show each holiday, spring, summer, fall, and winter break and each SPA on his schedule. The Contractor will plan the project's construction operations to perform major portions of the Work after hours, during holidays, and at times when the campus is NOT occupied. The heating scope should be performed during the summer and the cooling scope should be performed during the heating season.

The DISD School Calendar is available on the Dallas ISD website with a listing of all the holidays and breaks. Any requirement by the Contractor to enter areas of the school during the evenings, non-working days, and holidays shall follow the (5) step process outlined on the DISD 'After Hours Custodial Request Form' and the area will be made safe for student occupancy (the following morning).

6.01 **Summer School Status**. The Contractor will plan the construction Work to perform major portions of the Work during the summer, after hours, during holidays, and at times when the campus is NOT occupied. The heating scope should be performed during the summer and the cooling scope should be performed during the heating season. The Dallas ISD School Calendar is available on the Dallas ISD website with a listing of all the holidays and breaks.

To the extent feasible, the Owner will plan NOT to have summer school at school sites affected by construction. Select campuses may have summer programs and or early school start dates. **Upon mobilization to the campus, it is the Contractor's responsibility to coordinate with the campus Principal to phase the Work in such a way as to incorporate summer programs and or early campus start dates into the project Work schedule.**

WHEN WORKERS AND DISD TEACHERS/STAFF ARE BOTH WORKING IN THE SAME AREA, THE CONTRACTOR'S SUPERINTENDENT (OR SAFETY MANAGER) WILL HAVE THE STAFF & STUDENTS SAFETY AS PRIORITY ONE. SPECIFICALLY, (2) WEEKS BEFORE THE STUDENTS RETURN FROM SUMMER BREAK, THE CONTRACTOR WILL TRANSITION FROM DAY TO NIGHT WORK. DURING THIS TWO-WEEK PERIOD, IF FOR ANY REASON THE CONTRACTOR HAS TO WORK DURING THE DAY THEN THE CONTRACTOR'S SUPERINTENDENT (OR SAFETY MANAGER) WILL WALK, MONITOR, AND COMMAND AND CONTROL HIS WORKFORCE UNDER THE EXPLICIT SCOPE OF MONITORING TO KEEPING THE STAFF/STUDENTS SAFE.

7.01 **State Testing Dates**. The Contractor will NOT be allowed to perform construction activities during critical achievement test periods. After hours work will NOT be allowed on testing days. During state testing periods, the Contractor's Superintendent will be required be on site prevent his workers from being on site during testing periods. The campus State testing dates are campus specific. **Upon mobilization to the campus, it is the Contractor's responsibility to coordinate**

with the campus Principal to inform himself of the requisite state testing days and to explicitly include said campus testing dates into the project Work schedule.

For each calendar year, Contractor shall allow for a minimum of 11 testing days for Elementary Schools, 18 testing days for Middle Schools and 23 testing days for High Schools. Actual testing days and dates may vary for each school and must be confirmed with the respective school Principal.

The System-wide Testing Schedule may be available under the School Calendar on the Dallas ISD website. The Contractor should consult this calendar to determine the number of testing days that will take place during the duration of the Project and the Contractor shall include those days in his proposal.

8.01 **The Contractor Will Not Disrupt the Campus Utilities, Critical Systems, or Critical Areas of Operation**. The Contractor has the duty of care to perform the Work safely and in a manner to NOT impact the campus Critical systems and to not disrupt school operations. The campus critical systems and areas of operation are areas/systems that are required for campus occupancy. **The campus critical systems include but are not limited to the campus air conditioning systems, the campus utilities (water, sewer, electrical, etc.), the campus life safety systems, the internet, the MDF/IDF rooms, and critical areas such as the kitchen and the campus admin areas.** Any renovation work that would require a shutdown of a critical system or impact an area of operation MUST be accomplished during after hours, weekends, non-working days, holidays, and other times when the school is not in operation. All critical system and areas of operation shutdown SPAs must be shown on the project schedule and planned for in advance so that the campus is ready for student occupancy. To this end, the Contractor must provide DISD with a written Critical System Safe Plan of Action ("Critical System SPA") notification no less than 10 calendar days in advance.

A shutdown of a critical system requires written Owner approval. **The Contractor will not impact a critical system or a critical area of operation without explicit written approval from the Owner.** To this end, the Contractor MUST provide a written Critical Systems and Areas of Operation Safe Plan of Action ("Critical System SPA") and MUST decide for temporary systems or services that are acceptable to the Owner. The Contractor must provide temporary power for the campus life safety systems. During an electrical power shutdown, the life safety and campus security systems must remain operational under temporary power. And during power shutdowns the campus food must be refrigerated under temporary power to prevent spoilage.

9.01 **10-Day Notice of Power Shutdown**. The Contractor has the duty of care to perform the Work safely and in a manner to NOT damage the Owner's equipment. **To this end, the Contractor must provide the Owner with a written proposed Power Shutdown Safe Plan of Action ("Power Shutdown SPA") no less than 10 calendar days in advance of the shutdown.** The COMPLETE proposed SPA will be transmitted via email to both the Project Management Firm PM (PMF) and the DISD Safety Manager. After review by the Owner's Safety Manager (with 10 calendar days in advance notice), the PMF PM will transmit said Power Shutdown SPA to DISD's Contract Manager, DISD Central Maintenance Office, the A/E team, and the campus custodial staff. All utilities shutdowns must be shown on the project schedule.

During electrical power shutdowns, the life safety and campus security systems must remain operational. The Contractor must provide temporary power for the campus life safety systems. And during power shutdowns the campus food must be refrigerated under temporary power to prevent spoilage.

10.01 **Worker Identity Badges**. The Contractor must provide each construction workers with a DISD approved third party issued identification badge, that shall be worn, visibly at all times while the worker is present on the campus construction site. **All workers must undergo a background check via Dallas ISD's approved third party vendor. After badging, prior to being allowed on site, each worker must attend a 2-hour DISD Safety Orientation. The Contractor is responsible for all badging and safety orientation costs.**

11.01 **Construction Fencing, Parking and Staging Areas**. Because the Work is a Phased project, the Contractor SHALL include the cost of all hard barriers and signage in his bid. The Contractor SHALL include the cost of covered walkways in his bid. The Contractor SHALL provide hard barriers and signage at his own cost. No CAEAs or additional funds will be provided to the Contractor for fencing, signage, parking, relocation of the jobsite trailer and or relocation of the staging areas.

Six-foot fencing and privacy cloth SHALL be provided to enclose the Contractor's laydown areas and job site trailer. Contractor site activities, storage offices, and fabrication shall be limited to the areas enclosed by construction fences. Contractor parking SHALL be limited to the area enclosed by the construction fence or other Owner approved areas adjacent to school property. The Contractor SHALL include the cost of offsite parking for his workers in his bid.

Because the Work is a Phased project, the Contractor shall include the cost of all required hard barriers and signage in his bid. The Contractor will incorporate all costs associated with deenergizing and or relocating hard barriers, electrical exit signs, etc. for each phase of the phased Work. The Contractor must coordinate all temporary barriers with the Fire Marshall. As the Contractor shuts down a part of the school, the Contractor SHALL erect, at his own cost, a floor to ceiling barricade to completely separate his work area from the campus occupants. The barrier shall be made of 3/4" plywood, it shall extend from floor to ceiling, wall to wall, shall have a door that can be locked, and shall be painted on the Owner's side. This barrier shall remain in place until the Work is completely finished. Safety warning signage shall be displayed near the temporary barrier. Temporary construction barriers and safety signage must be provided at tie-ins from Additions to existing structures.

12.01 **Fire Alarm System Maintenance, Operation, Removal and Certification**. Life Safety Systems are critical systems for occupancy and may only be disabled under a SPA and WRITTEN Owner approval. The Contractor shall be responsible for all costs and coordination of any disconnection, removal, shunting, reconnection, testing, and re-certification of the fire alarm and security systems as required to accomplish the Work. The Contractor is responsible for maintaining the existing fire alarm system, security system, and life safety systems operational throughout construction duration. If the Contractor requires the temporary or permanent relocation of fire alarm devices in order to complete the Work, then Contractor shall be responsible for notifying the PMF Project Manager and utilizing DISD's Vendor (if the system is under warranty) to disconnect, remove, secure, protect, reinstall, re-test and re-certify said equipment or system. If no vendor is indicated (or it is not under warranty), then the Contractor may select a qualified fire alarm vendor of his choosing. The Contractor is responsible for all costs and coordination of any disconnection, removal, shunting, reconnection, testing, and re-certification of the fire alarm system required to accomplish the Work and to receive the requisite green tag or certificates from the applicable Fire Department.

Anytime an existing fire alarm system or security system is disabled, prior to leaving the site for the day, the Contractor must contact Dallas ISD's Safety and Security Central Control at 214.932.5627. The Contractor will be required to provide his name, company, cell phone number, the reason for placing the system in trouble and how long the system will be disabled. The fire alarm and or the security system will not be left disabled overnight. **At the end of the workday, the Contractor must audit the campus life safety systems and call Central Control at 214.932.5627, to confirm that he has place the fire alarm system and security systems back on normal operations.** The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform this duty.

Contractor shall comply with the following time restrictions, when scheduling Fire Alarm inspections, and placing the life safety systems on TEST, **that require contact with DISD Central Control**. The Contractor will be responsible for any and all costs associated with said inspections (including but not limited to scheduling the Fire Marshal, City or any other personnel needed for this inspection).

- 7:00 AM - 9:00 AM (Arrival): Fire Inspections can occur before 7:00 AM or after 9:00 AM
- 2:30 PM - 4:00 PM (Dismissal): Fire Inspections can occur before 2:30 PM or after 4:00 PM

13.01 **Technology/Communications**. The Contractor has the duty of care to perform the Work in a manner to NOT damage the Owner's equipment. To this end, the Contractor must provide DISD with a written Power Shutdown Safe Plan of Action ("Power Shutdown SPA") notification of power or other utility shutdown no less than 10 calendar days in advance of the shutdown.

Contractor is responsible for any damages or changes to the existing technology/communication system throughout the duration of the construction and must make any appropriate repairs. If the Contractor requires the temporary or permanent relocation of technology in order to complete his work, then the Contractor is responsible for notifying Dallas ISD and completing all disconnections, removals, temporary facilities, security, protection, re-installation, re-testing and re-certification, etc. to maintain the system. The original warranty will need to be maintained / restored. Contractor is responsible for all costs and coordination.

14.01 **Water and Electrical Utilities.** On new construction projects, the Contractor shall provide and pay for all temporary and permanent utility services necessary for the execution and completion of the Work. On new construction projects, where new utility services are being installed, the Contractor shall establish temporary utility accounts and pay for said temporary utility costs for the duration of the project (until Substantial Completion). Utility costs paid by the Contractor after Substantial Completion shall be reimbursed by the District.

On renovation projects, the contractor is allowed to use temporary power and water from the existing school for the Work inside the building.

15.01 **Off-Limit School Areas**. The Contractor shall provide for hard barriers between his work and the campus occupants. When working in the existing building, the Contractor shall not use the school's cafeteria, telephones, restrooms, vending machines, staff parking lots or any other school facility. The Contractor shall include in his bid, the cost for temporary worker restrooms and the costs for offsite parking.

16.01 **No Overhead Lifting and No Trenching During Normal School Hours**. The Contractor shall NOT perform overhead lifting activities over areas occupied by students, school personnel, or visitors. The Contractor recognizes the critical need for the safety of all persons involved with the construction project, most specifically the students and the campus staff, and the need to conduct any and all construction operations in such a way as to NOT endanger the students and to NOT DISRUPT THE SCHOOL OPERATIONS. **Any Work that would require lifting over an occupied area or excavating MUST be accomplished during after hours, weekends, non-working days, holidays, and other times when the school is NOT in operation.** Roofing kettle operations will not be allowed to commence while the campus is occupied.

The Contractor shall NOT perform any trenching or excavating activities during regular school hours. Prior to digging, the Contractor shall perform a GPR and overlay the utilities finding over the Work areas. One week prior to any planned excavation or trenching, the Contractor shall conduct a Pre-Dig meeting (on site) with all the subs involved. Agenda will include a discussion about the GPR findings, the scope and review of the existing underground utilities as it relates to the planned trenching / excavation. At the pre-dig meeting, Contractor shall present a contingency plan if any utility is struck during execution of such work. The GPR findings overlay will be shared with all subcontractors and will be posted for worker ready reference at the jobsite trailer.

All utilities must first be hand dug, to field verify the depth and location of said line. Only after field verifying the depth and location, may the Contractor use mechanical equipment to excavate.

17.01 **Delivery of Materials and Equipment.** The Contractor shall issue a directive to all of his subcontractors that deliveries for this project shall be made to the Contractor and not to the campus office or to DISD personnel. It will be the Contractor's responsibility to replace, at his own cost, equipment or deliveries that are lost because of noncompliance with said delivery requirements.

The Contractor will also direct his subcontractors to NOT make deliveries during student arrival, student departure and on student testing days.

18.01 **Owner's Right to Salvaged Items**. Dallas ISD reserves the right to salvage any and all materials. The Contractor shall notify the Owner at least 4 weeks prior to the start of demolition (in each area where demolition will be performed). During said 4 weeks, the Owner may furnish a list of items to be salvaged, labeled, logged, and delivered to a place of DISD's choosing. Upon request, the Contractor will provide a receptacle acceptable to DISD for said salvageable items.

19.01 **Equipment Access**. During installation of new chilled water, hot water lines, new VAVs, AHUs, RTUs, Boilers, etc. the Contractor will install the new work in a way where he provides the requisite equipment access at each service side panel in accordance with the manufacturer's recommendation. The Contractor will account for insulation thickness, all existing and new above ceiling MEP and will coordinate his work prior to installation of new equipment. Please refer to the Contract Documents for specific details and preinstall meetings.

20.01 **Removal of Fixed Furnishings, Fixtures or Equipment.** The Contractor is responsible for the cost of removal, cataloguing, protection and the re-installation of fixed furnishings, fixtures or equipment required by the Contractor for the execution of his Work. The Contractor will include in his base bid, the costs to relocate and protect from damage said furniture, equipment, and property within any given room.

21.01 **Moveable Furnishings or Equipment.** This is a phased project. The Contractor will be responsible for any relocation of furniture or school property within any given room as necessary to perform the Work. The Contractor will include in his base bid, the costs to relocate and protect from damage said furniture, equipment, and property within any given room. The Contractor must obtain written approval to relocate furnishings or equipment within the room from the Owner via the PMF PM.

22.01 **I.T. Equipment and Safety/Security Equipment**. The Contractor SHALL coordinate a preinstallation meeting between DISD IT, the Contractor and the PMF PM. The Owner will be responsible for moving I.T. equipment and chemicals from science labs, when necessary. A pre-move meeting will be held at least five (5) days prior to any move requiring the Owner's involvement. If required, to accommodate significant demolition and construction activities, DISD will provide and the PMF will manage a moving services vendor to relocate movable furnishings and equipment out of each phased classroom area and into temporary facilities. The Contractor shall be responsible for coordinating the phasing of the Work with the Owner's moving vendor. Contractor will be responsible for the protection of any furnishing or equipment remaining in the Work areas.

23.01 **Tobacco and Alcohol Products Prohibited.** Use of all tobacco, alcohol and illegal uncontrolled substances is prohibited on Dallas ISD property. The Contractor will take daily action to enforce compliance.

24.01 **The Contractor Will Not Interact with Students/Campus Staff.** This is a phased project. The Contractor will install hard barriers between his Work and the campus occupants. As the Work progresses, the Contractor will move or relocate the hard barriers are required to prevent worker/student/staff interaction. The Contractor shall issue daily instructions to all of his subcontractors to refrain from interactions with students and campus staff.

25.01 **The Contractor Will Not Use Existing School Facilities.** Construction crews MUST stay away from all areas existing school facilities that are not within the limit of the designated work area. When working in the existing building, the Contractor shall not use the school's cafeteria, telephones, restrooms, vending machines, staff parking lots or any other school facility. The Contractor shall include in his bid, the cost for temporary worker restrooms and the costs for offsite parking. The Contractor shall issue instructions to all of his subcontractors to avoid interactions with students and campus staff. The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform his duties.

26.01 **Pressurized Testing.** Repressurizing of an existing system will be accomplished gradually and methodically and in a way that it does not damage the existing infrastructure. The Contractor has the duty of care to perform the Work safely and in a manner to NOT impact the campus Critical systems. Pressurized testing, on MEP systems, shall be done after hours, weekends, non-working days, holidays, and other times when the school is not in operation by Dallas ISD that occupied areas are not impacted, directly or indirectly, due to the testing.

27.01 **No Roofing Work Activities Allowed Over Occupied Areas.** On a daily basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. Activities that may cause a hazard to the below occupants is restricted. To this end, prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will incorporate this requirement. NO roofing work or hot work is allowed, regardless of the extent, when the campus is occupied. Specifically, roof work not allowed while the campus is occupied includes, but is not limited to roof coring, roof drilling, installation of roofing electrical and plumbing pipes, no installation of roof blocking, no installation of gas lines or equipment curbs, no installation of flashing, no roof demolition activities, no placing materials on the roof, and no maintenance or warranty work that would require changing of a piece of equipment.

Minimal inspections and maintenance activity are allowed. For example, activities that would require a workman to access the roof and make minor adjustments or to change a small blower. Said activity must be coordinate in advance.

28.01 **Demolition Activities Will Be Conducted With Student Safety As Priority One.** On a daily basis, the Contractor will plan and execute his demolition work with the utmost care to not endanger the students' safety or the campus operations. Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided, and the Asbestos report will be reviewed so as to prevent an asbestos release. And during abatement demolition and containment, the MEP chilled water lines, electrical lines, low voltage, fire suppression lines, etc. will be temporarily supported by the abatement contractor. This cost will be part of the contractor's base scope and will be included in his bid.

29.01 **Phased Project With Student Safety As Priority One.** On a daily basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided.

Since the school buildings will be in use during construction, the Work shall be conducted in phases as proposed in the Contract Documents phasing drawings. **Phasing proposed by the Contractor during procurement will be deemed proposed and not as accepted.** After the Notice to Proceed ("NTP') is issued to the Contractor, the Contractor's proposed phasing will be reviewed by the PMF Project Manager. The PMF PM will make a recommendation for DISD Contract Manager acceptance or rejection. **If proposed phasing plan is rejected by the PMF PM or DISD Contract Manager, then the phasing plan in the Contract Documents stands**.

Because the Work is a Phased project, the Contractor will include the cost of all required hard barriers and signage in his bid. The Contractor will incorporate all costs associated with demoing and or relocating hard barriers, electrical exit signs, etc. for the phased Work. The Contractor must coordinate all temporary barriers with the Fire Marshall. As the Contractor closes down a part of the school, the Contractor SHALL erect (at his own cost) a floor to ceiling barricade to completely separate his work areas from the campus occupants. Said barrier shall be made of 3/4" plywood, shall extend from floor to ceiling, shall be installed from wall to wall, shall have a door that can be locked, and shall be painted on the Owner's side. Hard barrier will remain in place and be relocated as work progresses until the Work is completely finished. The door will be kept secured to prevent students from entering construction areas.

30.01 **Project Schedule.** The Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. The Contractor will explicitly show each holiday, spring, summer, fall, winter break and each SPA on his schedule. The Contractor will plan

the construction Work to perform major work activities after hours, during holidays, and at times when the campus is NOT occupied.

Even though DISD does not operate its HVAC systems as true 4 pipe system, most DISD campuses have a 4-pipe system. Hence, the cooling scope should be performed during the heating season and the heating scope should be performed during the summer. These activities must be planned in advance and shown on the project schedule. The cooling portion of the work that is performed during the summer break must be fully operational by the time the teachers return from their summer break. The heating work that is performed during the winter holidays must be fully operational by the time the students return.

The Project Schedule must show that during the summer break, 2 weeks prior to students' arrival, the contractor will shift to working nights, weekends, DISD non-working days, and holidays. 2 weeks prior to students arrival, the teachers will occupy the campus during the day to prepare their classrooms for student use.

The Contractor must plan in advance and show on the project schedule all Dallas ISD Safety Manual high risk SPAs including but not limited to Pre Crane, Pre-Dig, Pre-Crawlspace, Pre-Dig, and Pre-Utility SPAs.

31.01 **Weekly Owner, Architect, Contractor ("OAC Meetings").** The Contractor's Project Manager and Superintendent MUST attend all weekly OACs. Missing more than 2 OACs will be grounds for replacing the Contractor's Project Manager and or Superintendent.

On a weekly basis the Contractor will organize and host an Owner, Architect, and Contractor ("OAC") progress meeting. At said meeting the Contractor will provide all attendees a hard copy of the project schedule, a copy of the 3 week look ahead, the RFI Log, the ASI Log, the PCO Log, the Submittals Log, and a hard copy of the Equipment Long Lead Items List. After the OAC meeting, the Owner, Architect, and the Contractor will walk the site to review installed work.

32.01 **DISD Monthly Safety Meeting.** For each active project (that has not reached Substantial Completion), the Contractor's Safety Manager and the Contractor's job site Superintendent MUST attend each DISD monthly Safety Committee Meeting. Noncompliance with said requirement will be grounds for replacing the Contractor's Safety Manager and or Contractor's Site Safety Person.

33.01 **Inclement Weather SPAs.** The Contractor will comply with DISD Inclement Weather SPA reporting requirements. The Contractor's Project Manager and Superintendent on a daily basis will monitor the weather to mitigate the damage to DISD property. The Contractor will take proactive action to prevent water intrusion. When HVAC or roofing work is in progress, the Contractor will temp in his Work to prevent water intrusion.

34.01 **Jobsite Trailer Postings.** On a weekly basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety and to provide his subcontractors the most up to date project information available. To this end, the below items will be posted immediately adjacent to the job trailer entrance:

- The Project Team's Contact List w/Phone Numbers and Email.
- A Complete Copy of the Operations Parameters.
- A Colored Copy of The Most Recent GPR Report.
- A Site Map Showing the Location of each Utility Shutdown Valve.
- A Copy of the Project Baseline Schedule
- A Copy of the 3 Week Lookahead Schedule.
- A Copy of the Project's Phasing Plan.
- A hard copy of the last OAC Hand Outs.

On a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students' safety or the campus operations.

Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided. And, prior to the end of each work shift, the Contractor's Superintendent will walk the site, and take the requisite action, to make the campus safe for student occupancy (the following day), to protect the Work, materials and equipment from vandalism and theft. And at the end of the workday, the Contractor's Superintend will check all the life safety systems and then call Central Control at 214.932.5627, to confirm that the fire alarm and security systems are operational. The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform his duties.

35.01 **Lessons Learned.** For each active project, the Contractor must incorporate the below lessons learned into the planning and execution of the Work.

1) This is a phased project. The roof, windows, floors, and ceiling demolition and abatement scope will be phased by wing. Demo of the entire campus roof, windows, floors, and ceiling demolition and abatement scope will NOT be allowed at once.

2) The Contractor's Superintendent will plan his work with the students' safety as priority one. If the work endangers campus operations, it must be performed after hours, on weekends, holidays or times when the campus is not occupied.

3) **During the Summer Break, the Contractor PM and Superintendent are not allowed to take vacation. Noncompliance with said requirement will be grounds for replacing the PM and or Superintendent.**

4) All long lead item submittals must be driven to conclusion within 90 days of the Notice to Proceed. The project submittals must be driven to conclusion within 120 days of the notice to proceed.

5) Immediately after mobilizing, the Contractor will audit all of the school's life safety systems (Fire Alarm and Security Panels) and the Contractor will provide DISD will a video of any deficiencies. It will be assumed that all the systems are in perfect condition if the Contractor does not provide said video within 30 days from mobilization. At this point the Contractor will be responsible for any and all costs to repair the life safety systems.

6) For new building additions and or new building construction work any utilities work that would require a shutdown of a critical system or impact an area of operation MUST be accomplished after hours, weekends, non-working days, holidays and other times when the school is not in operation. All utilities must first be hand dug, to field verify the depth and location of said line. Only after field verifying the depth and location, may the Contractor use mechanical equipment to excavate.

7) Jurisdictional inspections shall be coordinated with the campus to not impact campus operations. The Contractor is required to include the costs of all inspection whether during normal of after-hours in his bid.

REIMBURSABLE **Fund Code:** ____

Dallas Independent School District
Construction Services
After Hours-Work, Holidays and/or Holidays Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION

Contract P.O.#: _____ TEA/ORG. #:_____ School Name:_____

Contractor Name: _____ Contractor Person In-Charge: _____

Scope: _____

Name of Dallas ISD Operations Employee: _____ Biometric Code:_____
Cellular Number for Dallas ISD Operations Employee_____

SECTION B. PRE-WORK NOTIFICATION:

Date of **Scheduled** Work: _____Hours of **Scheduled** Work: _____

Time **Scheduled** From _____ To _____

Contractor Person-In-Charge Signature: _____ **Date:** _____

Dallas ISD Program Administrator Approval : _____ **Date:** _____

SECTION C. POST-WORK CERTIFICATION:

Date of **Actual** Work _____

Time **Actually** worked From _____ To _____ Biometric Clock Used – Check 'X' if Yes
If Not Used – See Step 3 below

Hours of **Actual** Work _____

Contractor Person-In-Charge Signature: _____ **Date:** _____

Dallas ISD Operations Employee Signature: _____ **Date:** _____

PROCESS FOR PRE-WORK NOTIFICATION AND POST-WORK CERTIFICATION:

Step 1. At least two (2) working days prior to scheduled access, Contractor shall fill out Sections A & B, sign Section B, and email the form to Program Management Firm who will obtain Dallas ISD Program Administrator Approval. Contractor will be provided name of the Operations employee by the Program Management Firm.

Step 2. Contractor and Operations employee from Dallas ISD will meet at main entry of building at the scheduled start time.
- Contractor must notify Program Management Firm within 24 hours or pre-arranged date if contractor is unable to work.
- In case of work being cancelled for some reason, Contractor shall fill out the actual hours in Section C as "0" and email the form to the Program Management Firm.

Step 3. Upon completion of the scheduled day(s)'s work, Contractor shall complete Section C on the same form; Contractor and the Operations employee shall sign Section C; and Contractor shall send the completed form, no later than one (1) business day after execution of work, (all sections completed and signed off) to Program Management Firm. Please use a cover sheet for this step, which shows your name and contact number.
- Section C – Contractor to verify with Operations employee if Biometric Clock was used. If not used, Operations employee must complete and provide District's Non-Exempt Attendance Report with an explanation why Biometric Clock was not used.

Step 4. Contractor shall submit copies of completed and fully executed form(s) for a given month, with the respective application for payment on a monthly basis.

Step 5. **Dallas ISD shall make payment to the Operations employee(s)** based on the standard compensation procedures for Dallas ISD in accordance with the "Fair Labor Standards" Act. **Final Payment to the Contractor will be reduced by the reimbursement amount.**

Failure to follow all these steps listed above will result in:

- **Pre-Work Notification**: If the Contractor does not obtain the Dallas ISD Program Administrator approval at least two (2) working days prior to the requested scheduled access, overtime will not be worked for the day or days expected.
- **Post-Work Notification:** After the work has been completed the signed off form must be submitted the next day. If the completed form is not submitted timely the District may consider the removal of the Contractor's Person-In-Charge from the project.
- Failure to comply with the District's requirements may have a negative impact on the Contractor's ability to be assigned future work for the District.

Dallas Independent School District
Bond Program
Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION: ☐ ***Permanent** ☐ **Temporary**

School Name and Org. #: _____

Bond Program Manager (PM) Name: _____

General Contractor (GC) Person In-Charge: _____ _____

Sub-Contractor (SUB) Person In-Charge: (Name) _____ (Contact No.) _____

SECTION B. PRE-WORK NOTIFICATION:

Utility System(s) to Be Shut down: _____

Utility Meter number _____

Description of Work Performed: _____

Describe Procedure for Shutdown: _____

Safety Measures/ Precautions for Shutdown: _____

Date/ Time **Requested** for Shutdown:

Shutdown Date	Shutdown Time	Restart Date	Restart Time

It is requested that the noted** building system(s) be allowed for "shutdown" **by the General Contractor to allow for our tie-in of services for the Project as enumerated below. We note that** five (5) days advance notice **is required as a minimum. I hereby certify that the required work has been coordinated and scheduled to achieve completion within the requested time-period.

SUB Person-In-Charge:	**(Sign)**	**(Date)**
GC Person-In-Charge:	(Sign)	(Date)
Bond Program Manager (PM) Approval:	(Sign)	(Date)
DISD Project Manager Approval:	(Sign)	(Date)

SECTION C. POST-WORK CERTIFICATION:

Actual Date/ Time for Shutdown:

Shutdown Date	Shutdown Time	Restart Date	Restart Time

GC Person-In-Charge Certification:	(Sign)	(Date)
Bond Program Manager (PM) Certification:	(Sign)	(Date)
DISD Project Manager Certification:	(Sign)	(Date)
DISD Sustainability Certification:	(Sign)	

SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION

A. The General Contractor is to complete the *Utility Shutdown Request Form*, at least **5 working days** prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval.

B. The Bond Program Manager (PM) will review and approve submitted *Utility Shutdown Request Form* and forward to the respective Dallas ISD Project Manager for approval.

C. The Dallas ISD Project Manager will review and approve form and return to the PM.

D. PM forwards approved form to Director/Maintenance Solutions and notifies Deputy Chief Director, Emergency Operations and Bond Program Safety Manager.

Note: All scheduled shutdown requests will require a jobsite meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedures and status of all District departments involved on the shutdown request.

Note: For electrical shutdowns (Scheduled/ involuntary), when required for building operations, the General contractor must supply a power generator to keep the telephones, data and alarms working at all times.

***Permanent shutdowns are facilities or specific meters that will not require power/ utility to be restored.**

SECTION 00 41 10 – OVERALL PROPOSAL PACKAGING CHECKLIST

1.01 Proposers are to package all submittal information as follows. Documents should be bound in 3 ring binders with tabs for each section of the proposal form. Do not spiral or GBC bind the documents.

2.01 Both Parts of the Proposal response shall be labeled as follows:

Proposal for CSP 208295
ORG 109 W.A. BLAIR ELEMENTARY SCHOOL

Due: 2/17/2026
Time Due: 2:00pm
Part 1-A, 1-B, 1-C
<<Name of Proposer>>

Please Note: Part 1-C Proposal Form- Alternates & Unit Pricing (Section Div 00 41 12) - Should the solicitation contain an opportunity for alternate pricing, please ensure that the Section Part 1-C Proposal Form – Alternates & Unit Pricing Section 00 41 12 is submitted in an individually sealed envelope labeled accordingly with the specified CSP number, CSP title and Part 1-C Proposal Form – Alternates & Unit Pricing. ***Alternates Pricing will not be opened by the District unless the District engages in negotiations with the vendor submitting the alternate pricing package.***

Due: 2/18/2026
Time Due: 3:00pm
Part 2
<<Name of Proposer>>

Proposals will be read at 3:00pm following the receipt of Part 2

3.01 Part 1-A of the Proposal shall contain completed Specification Sections
00 41 11 Proposal Form – Base Bid (with all addenda acknowledged)
00 43 13 Proposal Guarantee Bond Form
00 45 00 Dallas Independent School District Required Forms Package
00 45 20 Certificate of Non-Discrimination
00 45 22 Notification of Hazardous Materials Affidavit Form
00 45 23 Family Conflict of Interest Questionnaire (CIQ)
Submit one (1) original of each Section for Part 1-A.

4.01 Part 1-B of the Proposal shall contain completed Specification Section
00 41 13 Technical Proposal Form
Submit one (1) original, and one (1) copy of each Section for Part 1-B and one (1) soft copy (electronic) via flash drive or USB of each Section for Part 1-B, Section 00 41 13 Technical Proposal Form section.

5.01 Part 1-C of the Proposal shall contain completed Specification Sections
00 41 12 Proposal Form – Alternates and Unit Pricing
Submit one (1) original of each Section for Part 1-C in a separate, sealed envelope marked according to the specifics noted in Section 2.01 on this page.

6.01 Part 2 of the Proposal shall contain completed Specification Sections
00 45 39 M/WBE Program Compliance Guidelines and Forms
Submit one (1) original, one (1) copy, and one (1) soft copy (electronic) in either CD Rom or flash drive of each Section for Part 2.

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

The intent of this document is to establish guidelines to reasonably reconcile ONLY the Project's materials cost escalation. No overhead, profit, or insurance costs are to be included. The Contractor has a duty to mitigate Materials Cost Escalation. Therefore,as a condition precedent to any cost adjustments, the Contractor must comply with establishing the Project Baseline Schedule as required under Division 1 of the Project's Contract Documents. All terms shall have the same meaning as defined in the executed AIA Agreement for this project.

1. **DELIVERY METHODS:**
   - Competitively Sealed Proposal (CSP)
   - Construction Manager at Risk (CMAR, CMaR, CM@Risk)

2. **PARTIES**
   - DISD (Owner)
   - Program Management Firm (PMF, Program Manager, PM)
   - Architect or Engineer of Record (A/E)
   - Contractor (GC)

3. **PROJECT**
   a. ORG# _____ PROJECT NAME : _____

   b. Notice to Proceed (NTP) Date: _____

   c. Date City Permits Ready for GC Pick Up: _____

   d. Date of Escalation of Materials Document Submission to Owner: _____

4. **PRICE IMPACTED MATERIALS:** It is understood that vendors providing materials to the Owner's Project may be experiencing industry wide economic fluctuations that affect the price, availability, delivery, and execution of the Project. The intent of this document is to reasonably reconcile ONLY the Project's materials cost escalation. This form will be used by the Owner to provide a good faith adjustment of market price impacted materials.

5. **PROJECT BASELINE:** Compliance with establishing the project baseline will be a condition precedent to requesting Owner approval of a materials cost escalation . The Contract Documents (Drawings, Specs, and Contract) establish the elements required to establish the project baseline. The Contractor has a duty to mitigate Materials Cost Escalation.

6. **PRICE INCREASE:** In the event of a Materials' Price INCREASE, the Contract Price shall be reasonably adjusted to reconcile the Materials' Price INCREASE.

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

7. **PRICE DECREASE:** In the event of a Materials' Price DECREASE, the Contract Price shall be reasonably adjusted to reconcile the Material's Price DECREASE.

8. **LIMITATION ON CONTRACT PRICE ADJUSTMENT:** Regardless of Proposed Materials' Price Increases or Decreases, the Contract Price shall not be adjusted by more than _____ % percent of the original Contract Price or any other restrictions on cost increases found in State law or the terms of the contract between Owner and Contractor.

9. **NO ADJUSTMENT FOR MATERIALS QUANTITIES:** No adjustments will be made for changes in materials quantities. The intent of this document is to reconcile ONLY materials costs.

10. **SCHEDULE OF VALUES & PAYMENT:** Payment for adjustments will be in accordance with the executed AIA Agreement, change orders, or CAEAs for this project. Similar to other Owner Cost/Credits, in accordance with Division 1 of the Specifications, the cost or the credit for materials reconciliation will be shown as a line item in the Project's Pay Application's Schedule of Values.

_____

OWNER (DISD)

_____

CONTRACTOR (GC)

_____

ARCHITECT (A/E)

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

EXHIBIT "MATERIALS ESCALATION" – BASELINE PRICE Matrix

The intent of this document is to establish a Baseline so that the materials escalation costs may be subsequently reconciled. To establish an objective cost baseline, the Contractor must provide the Owner a date stamped copy of the actual materials costs proposal from the materials vendor/manufacturer.

1. Price Impacted Material: _____

   Date of Price: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

2. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

3. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

4. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

5. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

6. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

7. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

8. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

9. Price Impacted Material: _____

   Baseline Price: _____ (Unit)

   Pricing Method: _____

   Provide Copy of Manufacturer Docs:

10. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

11. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

12. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

13. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

14. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

15. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

16. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

17. Price Impacted Material: _____

    Baseline Price: _____ (Unit)

    Pricing Method: _____

    Provide Copy of Manufacturer Docs:

DALLAS INDEPENDENT SCHOOL DISTRICT

Materials Escalation Price Reconciliation Form

1454765-v1/12396-124000

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1A)
to
DALLAS INDEPENDENT SCHOOL DISTRICT
FOR THE FOLLOWING WORK:

PART 1. General Information

Competitive Sealed Proposal (CSP) 208295, consisting of improvements to:

ORG #	PROJECT NAME	PROJECT TYPE	ADDRESS
109	W.A. BLAIR ELEMENTARY SCHOOL	RENOVATION AND ADDITION	7720 Gayglen Drive Dallas, TX 75217

PART 2. Proposal Form

2.01 Agreement of Proposal Submittal

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal, and the Proposal is made without collusion with any other entity.

The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, weighting/scoring system, estimated budget, Specifications, and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions, and classes of materials for the proposed Work and agrees to provide all necessary labor, materials, plant and equipment, machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of Dallas ISD's designated representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the General Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

2.02 Addenda

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal. Proposer is to fill in the Addenda # and date and initial in the box to show receipt.

CSP 208295

Addendum No.	Addendum No.	Addendum No.	Addendum No.

Name of Contractor	

2.03 Withdrawal of Proposals

A Proposal may be withdrawn only upon written request by the proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of Proposals and prior to the time fixed for the opening of Proposals.

No Proposal may be withdrawn after the time fixed for the opening of Proposals for a period of 90 days.

2.04 Award of Contract

The proposer to whom the award of a Contract is made will be promptly notified following Board action. If a proposer, (a) withdraws his Proposal within 90 days after the date and time fixed for the opening of Proposals in the Advertisement for Proposals, or, (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, and certification of required insurance upon the execution of the Agreement, the Owner may award the Work to another proposer or may re-solicit the contract. The Proposal Bond is forfeited if Proposal is withdrawn after the Proposal opening, or Contract Documents are not executed in accordance with the above requirements.

The Owner reserves the right to reject any or all Proposals and to waive any irregularities in any Proposal received. The Owner further reserves the right to limit the number of contracts awarded and/or to be performed concurrently to any one Contractor if such appears to be in the best interest of the District. Awards will be per published criteria and weights. Price is only 40% of the evaluation criteria, and awards may be made to other than the low dollar proposer.

2.05 Notice To Proceed (NTP) and Notice of Intent to Award (NIA)

The Contractor shall not commence the Work under this Contract until execution of the Notice to Proceed (NTP) duly signed by Dallas ISD's designated representative.

The Contractor shall acknowledge that a Notice of Intent to Award (NIA) may be issued at the Owner's discretion. The purpose of the NIA is to expedite pre-construction activities. Upon receipt of the duly signed NIA, the Contractor shall promptly proceed with the activities listed and authorized by the NIA.

2.06 Collusion, Litigation, Default, Competency

By completing and submitting a Proposal, the proposer agrees to comply with the requirements of the following paragraph. A proposer who subsequently does not agree to comply with these requirements may be disqualified. The responses to the items of the Contractor's Qualification Statement will be used in evaluation of the Proposals on the project.

Proposers may be disqualified, and their proposals not considered for any of the following specific reasons:

1. Reason for believing collusion exists among proposers.
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated.
3. The proposer is involved in any litigation against the Board.
4. The proposer is in arrears on any existing contract with Dallas ISD or has defaulted on a previous contract with Dallas ISD.

Name of Contractor	

5. Lack of competency as revealed by the financial statement, experience and equipment questionnaires, or omission of required proposal submittals.
6. Uncompleted work which, in the judgment of the Board, will prevent or hinder the prompt completion of this Work, if awarded.
7. Inaccurate information or circumstances that establish reasonable grounds for belief that the proposer is not a "responsible proposer" include, but are not limited to the below examples:
    a. Incomplete Bid Submittal – e.g., Missing Base Bid proposal number.
    b. Incorrectly Calculated Total Base Bid - Proposal plus Owner's Controlled Contingency MUST add up to Total Base Bid. Please double check to confirm compliance.

By entering into a contract with Dallas ISD, the proposer agrees that (1) Work on the project will begin upon receipt of the Notice to Proceed, (2) Contractor will participate as a team member in cooperation with the Architect/Engineer (A/E) and Owner, (3) The Work will not interfere with normal instructional and learning programs of the school, (4) The Contractor will assign a full time competent superintendent for each school in the CSP and that same superintendent(s) shall remain for the duration of the contract, contingent upon that person's continued employment with the Contractor, (5)The Contractor will furnish and pay for the Bid, Performance, and Payment Bonds.

- Projects of $25,000 and under: Bid bond is required
- Projects over $25,000 and up to and including $100,000: Bid and Payment Bond is required
- Projects over $100,000: Bid, Performance and Payment Bonds are required

2.07 Ultimate Corporate Ownership

Is proposer a corporation? Check One, Yes ____ No____

Proposer's legal name and address of principal place of business:

_____

_____

Ultimate parent company or majority owner's name and address of principal place of business:

_____

_____

Name of Contractor	

2.08 Contractor's Price (40 Points out of 100 Possible Points in the Selective Criteria)

The Proposer's Price is defined as the total amount, including Cost of the Work and allowances, for the performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents, Drawings, and Specifications.

Contractor agrees to base its price on the proposed completion schedule and the phasing plan presented in the contract documents. The Contractor may, at their option, propose a project duration that is of less duration and indicate this duration in the box below (See **Proposer's Proposed Substantial Completion Date** box below). However, the duration proposed by the Contractor must be based upon the number of phases identified in the contract documents and must not be predicated upon the use of additional temporary swing space other than the swing space identified in the contract documents. Contract documents identify the number of existing classrooms or temporary portable buildings available to the contractor for swing space.

Base proposal is defined as the Cost of the Work not including allowances or alternates.

(Amount shall be shown in both words and numbers; in the event of discrepancies, the words will govern.)

A	**Proposer's Price for all schools in CSP 208295, which includes the Allowances as per item 2.09 below:** _____ **Dollars**	**$**_____

Proposer's Price Breakdown (to be completed by proposer):

Base Proposal minus Allowances:	**$**
2.09 B: Owner Controlled Contingency Allowance (5% of Base Price minus Allowances):	**$221,167.84**
2.09 C: Other Owner Allowances (provided by Owner, see 2.09 C below):	**$99,857.62**
2.09 D: Proposer's Abatement Cost included in 2.08 A (Abatement is to be included in GC Base scope price. The intent of this section is to show the breakout of the abatement cost.)	
2.08 A: Proposer's Base Price plus (+) Allowances (should equal amount in Section 2.08 A above):	**$**

2.09 Allowance Items

The following allowances are further described in Specification Section 01 21 00.

Name of Contractor	

B	Allowance Description: In Contract Owner Controlled Contingency (IC)	Dollar Amount ($) *Proposer to Fill In 5% for renovations
109	W.A. Blair Elementary School	$221,167.84

C	Allowance Description: In Contract Owner Controlled Allowances	
	Turn-key Security Scope	$84,357.62
	1. Interior Barrier Graphics 2. Exterior Construction Screening Graphics	1. $7,500.00 2. $8,000.00

2.10 Alternates

This information is to be submitted with section 00 41 12 (Part 1-C of the CSP Package.)

2.11 Unit Pricing

This information is to be submitted with section 00 41 12 (Part 1-C of the CSP Package.)

2.12 Breakout or Separate Pricing

The successful Proposer shall provide a proposed preliminary schedule of values for each school within the CSP 3 days after Board award. In the chart below, the Proposer must provide the cost breakdown per school of the base price provided by the Proposer in paragraph 2.08A of this section

The following information is requested for information and budget verification only and it is not the basis for the quantitative evaluation of this proposal.

School Org #	School Name and Project Type	Estimated Construction Budget	Proposer's Base Bid Proposal Breakdown per School
109	W.A. BLAIR ELEMENTARY SCHOOL- RENOVATION AND ADDITION	$4,744,382.35	
NOTE: If a project has more than one school, then the proposal MUST be itemized by campus. An Addition/Renovation project MUST have 2 lines (one line for the addition and one line for the renovation scope). The Total Project bid must add up to the sum of all the itemized components.			

Org #	School Name	Owner's Expected Substantial Completion Date	Proposer's Proposed Substantial Completion Date

Name of Contractor	

109	W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION	July 1, 2027	

2.13 Liquidated Damages

Time is of the essence in all Phases of the Work. It is specifically understood and agreed by and between Dallas ISD and Contractor that time is of the essence in the substantial completion of the Project.

The Contractor acknowledges and recognizes that Dallas ISD is entitled to full and beneficial occupancy and use of the completed work immediately following expiration of the Contract time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, Dallas ISD and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to any proper extension granted by Dallas ISD, then Contractor agrees to pay to Dallas ISD the following sum(s) for each day in which such Work is not substantially completed, not as a penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Dallas ISD as a result of delay for each and every calendar day that the Contractor shall have failed to have substantially completed the Work as required herein.

	Liquidated Damages	*** Dollars Per Calendar Day**		
		Addition	**Renovation**	**New**
109	**W. A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION**	$1,500.00 per calendar day	$1,500.00 per calendar day	NA

*** The Dallas ISD's liquidated damages cost formula is 0.025% of the construction budget for the project, up to a maximum of $1,500.00 per calendar day.**

Name of Contractor	

PART 3. Execution

3.01 Proposal Form Execution

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

(Corporation, Partnership, etc.,) is organized under the laws of the State of _____.

Firm: _____

By: _____
Printed Name

Title: _____

Signature: _____

Legal Address: _____

_____

Date: _____
Affix Corporation Seal here (if applicable)

SECTION 00 41 12 – PROPOSAL FORM – ALTERNATES AND UNIT PRICING

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1C)
to
DALLAS INDEPENDENT SCHOOL DISTRICT
FOR THE FOLLOWING WORK:

PART 1. General Information

CSP PACKAGE 208295, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
109	W.A. BLAIR ELEMENTARY SCHOOL	RENOVATION AND ADDITION	7720 Gayglen Dr Dallas, TX 75217

PART 2. Proposal Form

2.01 through 2.09

Refer to Specification Section 00 41 11.

2.10 Alternate Price Items

The Contractor proposes the following sums as **additions to** or **deductions from** the Base Price amount for alternates. Failure to quote every item may cause the entire Proposal to be considered non-responsive. If there is no cost change in the alternate(s) pricing, the Contractor should enter "$0.00" as the price for the alternate. Do not make an entry of N/A.
All Alternates must be priced. Alternates are not listed in the order of preference.

ORG 109 W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION

No.	Alternate Description	Proposer's Add Price	Proposer's Deduct Price
001	ALTERNATE 1 Pavement and sidewalk repair work due to Non-ADA compliance		
002	ALTERNATE 2 Replaced packaged rooftop Units		

2.11 Unit Prices

The Contractor proposes the following all-inclusive unit prices for the items/tasks. Failure to provide unit pricing for each item may result in the Proposal being deemed as non-responsive. Do not make an entry of N/A. All unit prices must be priced. Unit prices are not listed in order of preference.

ORG 109 W.A. BLAIR ELEMENTARY SCHOOL – RENOVATION AND ADDITION

No.	Unit Price Item	Unit of measure	Proposer's Unit Price
	Add price for additional depth of 18" diameter piers	Linear Feet	$
	Add price for casing of 18" diameter piers	Linear Feet	$
	Add price for additional depth of cased 18" diameter pier	Linear Feet	$
	Carpet	Square Yard	$
	Porcelain tile, floor	Square Foot	$
	Resilient tile	Square Foot	$
	Rubber base	Linear Feet	$

Name of Contractor	

	Exterior Painting	Square Foot	$
	Interior Painting	Square Foot	$

2.12 through 2.14

Refer to Specification Section 00 41 11.

Name of Contractor	

PART 3. Execution

3.01 Proposal Form Execution (Part 1A)

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

_____

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

_____

Name of Secretary of Corporation
(if applicable)

_____

(Corporation, Partnership, etc.,) is organized under the laws of the State of _____.

Firm: _____

By: _____

Title: _____

Legal Address: _____

_____

Date: _____

Affix Corporation Seal here (if applicable)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1-B)
to
DALLAS INDEPENDENT SCHOOL DISTRICT

PART 1. GENERAL

1.01 Contractor Firm Information

Contractor's Firm Name (Legal Name)	
Contractor's Point of Contact with Signature Authority	
Street Address	
Phone Number	
Point of Contact Email Address	
Type of Business: _____ Corporation, _____ Partnership, _____ Sole proprietorship, _____ Joint Venture	
State of Incorporation	
In continuous business since (Date of Incorporation/ Years in Business):	
List other fully staffed offices or fully staffed branch offices of your organization: Name Branch Manager Telephone Number	
Corporate Officers, Partners, or Owners of Organization: Name Title Construction Experience (Years)	
Check box(es) corresponding to the nature of your business: ___Large Business (100 or more employees) ____Small Business (fewer than 100 employees) ___Minority Owned Business; Certified with _____ ___Women Owned Business; Certified with _____ ___Other (Define) _____	
Has your organization ever defaulted or failed to complete any work awarded? _____Yes _____ No If yes, stipulate where and why:	
Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? ___Yes ___No If yes, stipulate where and why:	

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Name of Contractor	

PART 2. TECHNICAL PROPOSAL

The Contractor is requested to submit a complete response to each of the items listed in this technical proposal form. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE TO THIS PROJECT. Responses requiring additional space should be brief and submitted as an attachment to this section.

2. Reputation of Vendors and of the Vendor's Goods or Services (5 Points out of 100 Possible Points in the Selective Criteria)

2 a. References (5 Points of the 5 points Possible under Reputation of Vendors and of the Vendor's Goods or Services)

Provide five projects, from five separate organizations, with appropriate references using the attached form. Answer the questions for each relevant project, with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed in the last four years, using the format below:

A member of the Evaluation Committee will verify the information with the references provided and may ask additional questions of the references. Contractor should ensure availability of the references after bid opening.

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Project No. _____:

Owner / Name and Location of Project:	
Type of Project: (Renovation, Remodeling, Addition, New Construction?)	
Procurement Method: (Competitive Bidding, CSP, CM at Risk, Other)	
Type of Contract: (Lump Sum, Cost Plus, T&M, other)	
Contract Amount: (at time of award)	
Final Contract Amount: (If in progress, contract amount to date)	
Contract Time: (at time of award)	
Percent Complete:	
Projected/Actual Completion Date:	
If completed, was the project completed on time? If in progress, is the project on schedule?	
What kind of delays occurred?	
Did Contractor operate in a safe manner? Was safety a priority to the Contractor?	
Reporting Tools used: (Daily reports, weekly reports, monthly reports)	
Superintendent's Name: Project Manager's Name:	
Owner* or Appropriate Owner's Representative** Reference Contact Name/Telephone/Email/Address: *If reference iPros no longer employed by the Owner indicate current Employer and Title. **Program Managers cannot be used as a reference from a past projects on one of their own current projects.	

Name of Contractor	

Proposer should copy this form for use on 5 past projects.

3. The Quality of the Vendor's Goods or Service (17 Points out of 100 Possible Points in the Selective Criteria)

3 a. Safety Plan and Insurance Rate Modifier (IRM): (5 Points of the 12 points Possible under Criteria 3)

A. List your organization's Insurance Rate Modifier (IRM) for the current year as obtained from your insurance agent. Copy of IRM from insurance agent to be attached as confirmation.

_____current year IRM

B. Complete the matrix for the five past years, as obtained from OSHA No. 300 Log:

	Year _____	Year _____	Year _____	Year _____	Current Year _____
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked (round to 1,000's)					

C. Are regular project safety meetings held by Field Supervisor(s)? _____Yes _____No

If yes, frequency: ___Weekly ___Bi-Weekly ___Monthly ___As Needed

D. Are project safety inspections conducted? _____Yes _____ No

If yes, who performs inspection? _____

How often? ___Weekly ___Bi-Weekly ___ Monthly ___As Needed

E. Does your organization have a written safety program? _____Yes _____No

If yes, two copies of the full safety manual must be provided. Two CD-ROMs, each containing the safety manual in PDF format clearly marked as “Safety Manual” is preferred.

If no, then the contractor may adopt the Dallas ISD Safety manual. Will your organization adopt the DALLAS ISD Safety Manual? _____Yes _____No

Name of Contractor	

F a. Does your organization have a safety orientation program for new employees?

____Yes ____No

For employees promoted to Field Supervisor. ____Yes ____No

If yes, does your Supervisor Safety Program include instructions on the following topics?

	Yes	No
Safety work practices		
Toolbox safety meetings		
First aid procedures		
Accident investigation		
Fire protection		
HazCom Program		
Record keeping		
Emergency response procedures		
New worker orientation		

F b. Provide a resume of the Safety Manager.

G. Does your organization have a written Drug and Alcohol policy in place? ____Yes _____No

If yes, provide a copy of the policy as an attachment.

If no, please note when adopting the Dallas ISD safety manual, the contractor is also adopting the “Drug and Alcohol Policy” included within.

3 b. Proposed Project Team(s) and Management approach to proposed projects and Contractor’s Pending Claims and or Litigation: (7 Points of the 12 points Possible under Criteria 3)

Please note that Dallas ISD requires a full-time superintendent to be assigned to each individual job site while Work is in progress, contingent upon the continued employment of those personnel by the Contractor. Contractor’s staffing approach and organization must reflect this requirement. Contractor may not make any changes to these personnel assignments without the prior approval of the Program Manager and the Owner.

A. Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.

B. Identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Cost Estimator, Scheduler, Safety Manager, etc. by name and title and provide the following information for each. Include additional key staff, as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc.

Name of Contractor	

Staff: Project Manager

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Full Time or Part Time (For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, etc.)	
Relevant experience with similar projects: (educational and/or renovations and/or additions as applicable)	
Years with the Organization:	

Staff: Superintendent 1 – School Name:_____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 2 – School Name:_____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Name of Contractor	

Staff: Superintendent 3 – School Name:_____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 4 – School Name:_____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 5 – School Name:_____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Proposer should copy this form as needed to present information for all proposed staff.

C. CONTRACTOR'S PENDING CLAIMS AND/OR LITIGATION

Attach a list of pending claims and/or litigation at time of submitting Proposal. (Show project name, owner, and summary explanation.)

Name of Contractor	

4 The Extent to which the Goods or Services Meet the District's needs (15 Points out of 100 Possible Points in the Selective Criteria)

4 a. General Contractor's current/past K-12 new or renovation construction experience: (10 Points of the 15 points Possible under Criteria 4)

Provide below the School District, School Name, Project Type, **Completion Date** and **Final Construction Value** for a **minimum of 5**** K-12 Projects completed by your company **as a prime contractor**.

School District	School Name	Renovation, Addition, or New Const.	Completion Date	Final Construction Contract Value

***A separate sheet may be attached with additional projects.*

4 b. Proposed Construction schedule and phasing plan: (5 Points of the 15 points Possible under Criteria 4)

The Contractor understands that Dallas ISD desires that the Project be completed on or before the duration of the contract. The Contractor shall prepare and submit a proposed construction schedule for each of the schools in the CSP and present this schedule with Section 00 41 13. **Additions and Renovations work within a school must be broken out into two separate items**. This schedule may be as detailed as the Proposer would like but must have a minimum of schedule information (major construction phases, activities, and milestones) as is necessary to facilitate negotiations.

Provide, as an attachment to the Technical Proposal form, a GANTT chart depicting how you anticipate delivering the project in the time frame outlined in this proposal. Describe the scope of work to be completed in each phase of each school.

Note: Contractors may, as a Cost Saving Recommendation, offer for Dallas ISD's consideration, an alternative plan, which may alter the duration in the contract documents. However, any such proposal must be presented as a Cost Saving Recommendation in the Technical Proposal – Part B (Section 00 41 13). The contractor must clearly identify the alternative work schedule, alternative duration, and alternative base price. The evaluation committee will evaluate alternative plans and schedule and determine if the plans may benefit Dallas ISD.

Name of Contractor	

The Contractor's proposed schedule is a vital part of the evaluation process and sufficient information should be provided for Dallas ISD to assess the Contractor's time frame, work plan and approach.

A. Describe the type of software utilized to prepare the construction schedules. **(Attach proposed project schedule)**

Name of Contractor	

5. The Vendor's Past Performance with the District (5 Points out of 100 Possible Points in the Selective Criteria)

5 a. Past Project Performance, Quality, and Compliance with Terms and Regulations (5 Points of the 100 points Possible under Criteria 5).

The District will evaluate the quality of construction and materials used. Check for transparency in reporting and communication. Check for excessive claims or disputes with clients. Contractor's ability to adhere to district directives, procedures, and requirements. Assess adherence to project timelines and budgets. Ensure good business practices (i.e. receivables, payments, deliverables).

Name of Contractor	

6. The contractor is to complete all Small Business Office Compliance forms in Section 00 45 39 for selection criteria 6. (Category Total: 20 Points of the 20 Points possible under Criteria 6.)

6a. Proposer demonstrated a commitment to the district's Small Business Office /WBE program by providing enhancements to the administration of the proposer's contracting process for the work to be done be M/WBE firms. Examples of this commitment may include any of the following: expedited payments, Mentor Protégé Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc. (3 points)

6b. Proposer submitted a list of two (2) Small Business Office subcontractor references. (2 points)

6c. Proposer is a certified M/WBE, or Proposer submitted a Joint Venture Agreement with a certified M/WBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE. (5 points)

6d. Proposer submitted a diverse list of certified M/WE subcontractors, subconsultants or suppliers that meets or exceeds the district's M/WBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers and subconsultants. (5 points)

6e. Proposer demonstrated a comprehensive framework and understanding of the district's M/WBE program by: providing a written and detailed M/WBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to the M/WBE commitment and subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district's M/WBE Program guidelines, etc. (5 points)

Name of Contractor	

7. The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services (3 Points out of 100 Possible Points in the Selective Criteria)

7 a. Financial status of the vendor (as rated by Dun & Bradstreet):
Category Total: (3 Points of the 3 points Possible under Criteria 7)

A. Provide the complete corporate or company name of your firm and the D-U-N-S Number as it is recorded with Dun & Bradstreet. This information will allow the owner to confirm that the correct reports are being used for the evaluation.

D-U-N-S Number: _____

Name of Contractor	

C8. ADDITIONAL INFORMATION:
The following information must be provided to complete the evaluation of the Contractor's technical proposal.

A. DISCLOSURE OF INTERESTED PARTIES

1. Disclosure of Interested Parties – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

After Board of Trustee authorization, the successful Vendor will be required to complete an electronic Form 1295 on the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to entering into a contract with the District in accordance with this statute. Additional information is available on the Texas Ethics Commission website at www.ethics.state.tx.us.

Submission of a response to this CSP indicates Respondent's acceptance and intended compliance with this requirement.

Name of Contractor	

PART 3. TECHNICAL PROPOSAL FORM EXECUTION

3.01 Proposal Form Execution

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

(Corporation, Partnership, etc.,) is organized under the laws of the State of _____.

Firm: _____

By: _____

Title: _____

Legal Address: _____

_____

Date: _____
Affix Corporation Seal here (if applicable)

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND

Name of Contractor	

KNOW ALL MEN BY THESE PRESENTS, THAT we _____ as Principal, and _____ as Surety, are held and firmly bound unto the Board of Trustees, Dallas Independent School District, Dallas, Dallas County, Texas, hereinafter called the Obligee, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Competitive Sealed Proposal, dated _____, 20_____, being for the construction of _____ with appurtenances thereto, at Dallas, Dallas County, Texas, the kind and extent of work involved being set forth in detail in the proposed Contract Documents;

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such proposal, and give such bond or bonds as may be specified in the proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This Proposal Guarantee Bond applies to all contracts in excess of $100,000 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.

This Proposal Guarantee Bond must be payable to the awarding authority, Dallas Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.

Surety must be corporate surety duly authorized to do business in Texas.

This Proposal Guarantee Bond must be equal to 10% of the full amount of the contract which it secures.

Power of Attorney from Corporate Surety should be attached to this Proposal Guarantee Bond.

Name of Contractor	

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Business Address)	(Individual Principal)
(Business Address)	(Corporate Principal)
ATTEST:	
Secretary	President
Business Address	Corporate Surety
ATTEST: _____	BY: _____

PART 1 GENERAL

Schedule "A"
Building Construction Prevailing Wage Rates 2012
City of Dallas

Building Construction Projects (does not include single-family homes and apartments).

**Use Schedule B - Current Engineering (Highway/Heavy) Construction Wage Determination For Paving and Utilities Incidental to Building Construction.*

Schedule "A"

CLASSIFICATION	PREVAILING RATE	FRINGES
Acoustical Installer	$12.16	---
Backhoe Operator	$10.64	$1.41
Bricklayer	$21.06	$7.18
Brick, Tender	$8.60	$1.30
Carpenter	$23.15	$8.20
Cement Mason/Concrete Finisher	$11.38	---
Drywall Hanger	$11.71	---
Electrician	$24.50	12.25% + 4.70
Electrician, Cable Splicer	$26.41	4.50 + 12.5%
Floor Layer, Carpet	$13.13	---
Front End Loader Operator	$8.77	---
Glazier	$12.26	$1.10
Mechanical Insulator	$10.55	$1.00
Laborer, Unskilled (Excluding Landscape Laborers)	$7.58	$1.30
Painter Brush & Spray	$10.76	$2.20
Painter doing drywall finishing only	$10.42	---
Paperhanger	$11.30	$2.20
Lather	$17.38	$1.04
Hydraulic Crane (35 tons & under)	$23.70	$9.35
Hydraulic over 35 tons, Derricks, Overhead Gentry, Stiffler, Tower, etc., and Cranes with Pile driving or Caisson Attachments	$24.70	$9.35
Plasterer	$15.06	$2.94
Plasterer tender	$9.00	---
Plumber	$12.80	$1.63
Roofer	$9.45	$1.04
Sheet Metal Worker (Including HVAC Duct Work)	$12.80	$2.05
Sprinkler Fitter (Fire Sprinkler)	$25.84	$16.47
Iron Worker, Structural	$21.60	$4.40
Iron Worker, Reinforcing	$10.33	$2.94
Tile Setter	$13.75	---

Schedule "B"

CLASSIFICATION	PREVAILING RATE
Asphalt Distributor Operator	$15.32
Asphalt Paving Machine Operator	$13.99
Asphalt Raker	$12.69
Broom or Sweeper Operator	$11.74
Concrete Finisher -Paving and Structures	$14.12
Concrete Paving Finishing Machine	$16.05
Concrete Paving Saw Operator	$14.48
Crane Operator, Lattice Boom 80 Tons or Less	$17.27
Crane Operator, Lattice Boom over 80 Tons	$20.52
Crane, Hydraulic 80 Tons or Less	$18.12
Crawler Tractor	$14.07
Electrician	$19.80
Excavator, 50,000 Pounds or Less	$17.19
Excavator, over 50,000 Pounds	$16.99
Flagger	$10.06
Form Builder/Setter, Structures	$13.84
Form Setter -Paving & Curb	$13.16
Foundation Drill Operator, Crawler Mount	$17.99
Foundation Drill Operator, Truck Mount	$21.07
Front End Loader 3 CY or Less	$13.69
Front End Loader, over 3 CY	$14.72
Laborer -Common	$10.72
Laborer -Utility	$12.32
Loader / Backhoe	$15.18
Mechanic	$17.68
Milling Machine	$14.32
Motor Grader, Fine Grade	$17.19
Motor Grader, Rough	$16.02
Pavement Marking Machine	$13.63
Pipe Layer	$13.24
Reclaimer / Pulverizers	$11.01
Roller, Asphalt	$13.08
Roller, Other	$11.51
Scraper	$12.96
Servicer	$14.58
Small Slipform Machine	$15.96
Spreader Box	$14.73
Steel Worker (Reinforcing)	$16.18
Truck Driver -Lowboy -Float	$16.24
Truck Driver -Off Road Hauler	$12.25
Truck Driver -Single Axle	$12.31
Truck Driver -Single or Tandem Axle Dump Truck	$12.62
Truck Driver -Tandem Axle Tractor with Semi Trailer	$12.86
Truck Driver -Transit Mix	$14.14
Tunnel Boring Machine Operator (greater than 48")	$13.61
Tunneling Machine Operator (48" or less)	$9.16

Welder	$14.84
Work Zone Barricade Servicer	$11.68

If the construction project involves the expenditure of federal funds of $2,000 or more, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work in the City of Dallas.

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) the number of hours worked per day, except for overtime hours, times (B) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) one and one-half times the above respective rate per hour times (B) the number of hours worked on the legal holiday.

The "General Prevailing Rate for Overtime Work" for the crafts or type of workers or mechanics is one and one-half times the above respective rate per hour.

Under the provisions of Chapter 2258 of the Government Code, the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars ($60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

REPRESENTATION AND CERTIFICATION

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

1. Represents that to the best of its knowledge it is not indebted to the District. **Indebtedness** to the District shall be basis for non-award and/or cancellation and/or termination of any award.
2. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension**."
3. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Subsection (c) this notice is not required of a publicly held corporation.
   1.___My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
   2.___My firm is not owned nor operated by anyone who has been convicted of a felony.
   3.___My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.
   Name of Felon(s):_____
   Details of Conviction(s):_____

4. "**Non-Collusion Statement**" and "**Anti-Lobbying Certification**": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the District's Board of Trustees between bid/proposal submission date and award by the Board.

5. The District promotes, to the maximum extent allowed by law, participation by **economically disadvantaged business enterprises** in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise, historically underutilized business, or minority/women owned business enterprise?
   (check one) _____ **Yes** _____ **No**
   Type of Certification: _____
   Issued by: _____ **Date of Issue:** _____
   Please attach proof of certification to this submittal. **Certified by:** _____

6. "**Conflict of Interest**": No officer, agent, or stockholder of the Offeror is a member of the staff, or related to any employee of the District except as noted herein: _____.
   Texas Statute enacts disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of $250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of $250 or more over a twelve-month period to any District official, administrator, and/or Board member? [ ] Yes [ ] No
   If yes, explain (the gift, name of individual receiving gift, date gift was provided, etc.).
   _____ **(COMPLETE THE ATTACHED QUESTIONNAIRE FORM)**

7. Offeror agrees to the attached "**General Terms and Conditions**" and any "**Special Terms and Conditions**" (if applicable) of this solicitation and in case of conflict with other documents provided by Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

8. "**Insurance, Bonds**": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The District may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Offeror must notify the District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

9. "**Workers Compensation**": Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10. "**Criminal Background Checks/Searches**": Offeror represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with the General Terms and Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code (TEC) 22.0834" (attached).

11. **"No Boycott of Israel".** Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with DALLAS ISD. For purposes of any contractual arrangement with DALLAS ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations"**. Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

13. **"Transactions with an Abortion Provider or Affiliate".** Offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2273, and effective September 1, 2019. If this provision is violated by Offeror, Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2273.003.

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____ **Submitter's Name/Title:** _____

Email Address: _____

Submitter's Signature: _____ **Telephone No.** _____

Address: _____ **City, State and Zip Code:** _____

Fax No. _____ **Date:** _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH FIRM'S OFFER.

Notice to Offerors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Offerors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Offeror's company and an officer of the District. Offerors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176. Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than $250 in the twelve- month period preceding
   the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

1. an officer of the District;
2. an officer of the District that results in the officer or family member receiving taxable income;
3. an officer of the District that results in the Offeror receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or Offeror of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

If a conflict exists, forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for qualification or bid, correspondence, or other writing related to a potential agreement with the entity.

2. The Offeror also shall file an updated questionnaire:
   a. not later than September 1 of each year in which a covered transaction is pending, and
   b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

3. A Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Dallas Independent School District are:

Lance Currie (District 1)
Sarah Weinberg (District 2)
Dan Micciche (District 3)
Camille D. White (District 4)
Maxie Johnson (District 5)
Joyce Foreman (District 6)
Ben Mackey (District 7)
Joe Carreon (District 8)
Ed Turner (District 9)
Stephanie Elizalde, Ed.D. Superintendent of Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 9400 North Central Expressway Suite 1510, Dallas, Texas 75231

July 2022

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

3 **Name of local government officer about whom the information 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

Dallas ISD, 9400 North Central Expressway, Dallas, TX 75231

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

A. [ ] My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

B. [ ] My firm is not owned nor operated by anyone who has been convicted of a felony:

C. [ ] My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

IDENTIFICATION BADGE(S)

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.

2. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

3. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition:

   All contracts must comply with the requirements for criminal background checks. All vendors 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. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. The background checks and badges must be done through the supplier's company or the District's third-party provider, Field Control Analytics at www.fcbackground.com/clientsignup using project code: VENDISD15 or be issued by the supplier's company.

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Instructions to School District Contractors
Regarding Criminal History Background Searches
Under TEC 22.0835

TEC 22.0834 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised ***FAST Fingerprint Pass*** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

REPRESENTATION AND CERTIFICATION

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

1. Represents that to the best of its knowledge it is not indebted to the District. **Indebtedness** to the District shall be basis for non-award and/or cancellation and/or termination of any award.
2. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension**."
3. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Subsection (c) this notice is not required of a publicly held corporation.
   1.___My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
   2.___My firm is not owned nor operated by anyone who has been convicted of a felony.
   3.___My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.
   Name of Felon(s):_____
   Details of Conviction(s):_____

4. "**Non-Collusion Statement**" and "**Anti-Lobbying Certification**": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the District's Board of Trustees between bid/proposal submission date and award by the Board.

5. The District promotes, to the maximum extent allowed by law, participation by **economically disadvantaged business enterprises** in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise, historically underutilized business, or minority/women owned business enterprise?
   (check one) _____ **Yes** _____ **No**
   Type of Certification: _____
   Issued by: _____ **Date of Issue:** _____
   Please attach proof of certification to this submittal. **Certified by:** _____

6. "**Conflict of Interest**": No officer, agent, or stockholder of the Offeror is a member of the staff, or related to any employee of the District except as noted herein: _____.
   Texas Statute enacts disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of $250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of $250 or more over a twelve-month period to any District official, administrator, and/or Board member? [ ] Yes [ ] No
   If yes, explain (the gift, name of individual receiving gift, date gift was provided, etc.).
   _____ **(COMPLETE THE ATTACHED QUESTIONNAIRE FORM)**

7. Offeror agrees to the attached "**General Terms and Conditions**" and any "**Special Terms and Conditions**" (if applicable) of this solicitation and in case of conflict with other documents provided by Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

8. "**Insurance, Bonds**": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The District may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Offeror must notify the District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

9. "**Workers Compensation**": Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10. "**Criminal Background Checks/Searches**": Offeror represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with the General Terms and Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code (TEC) 22.0834" (attached).

11. **"No Boycott of Israel".** Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with DALLAS ISD. For purposes of any contractual arrangement with DALLAS ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations"**. Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

13. **"Transactions with an Abortion Provider or Affiliate".** Offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2273, and effective September 1, 2019. If this provision is violated by Offeror, Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2273.003.

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____ **Submitter's Name/Title:** _____

Email Address: _____

Submitter's Signature: _____ **Telephone No.** _____

Address: _____ **City, State and Zip Code:** _____

Fax No. _____ **Date:** _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH FIRM'S OFFER.

Notice to Offerors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Offerors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Offeror's company and an officer of the District. Offerors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176. Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than $250 in the twelve- month period preceding
   the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

1. an officer of the District;
2. an officer of the District that results in the officer or family member receiving taxable income;
3. an officer of the District that results in the Offeror receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or Offeror of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

If a conflict exists, forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for qualification or bid, correspondence, or other writing related to a potential agreement with the entity.

2. The Offeror also shall file an updated questionnaire:
   a. not later than September 1 of each year in which a covered transaction is pending, and
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3. A Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

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Prisma Y. Garcia (District 4)
Byron Sanders (District 5)
Joyce Foreman (District 6)
Ben Mackey (District 7)
Joe Carreon (District 8)
Ed Turner (District 9)
Stephanie Elizalde, Ed.D. Superintendent of Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 9400 North Central Expressway Suite 1510, Dallas, Texas 75231

July 2022

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

3 **Name of local government officer about whom the information 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

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(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

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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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

Dallas ISD, 9400 North Central Expressway, Dallas, TX 75231

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A. [ ] My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

B. [ ] My firm is not owned nor operated by anyone who has been convicted of a felony:

C. [ ] My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Solicitation Number: 208295
Solicitation Title: W.A. Blair Elementary School – Renovation and Addition

IDENTIFICATION BADGE(S)

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.

2. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

3. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition:

   All contracts must comply with the requirements for criminal background checks. All vendors 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. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. The background checks and badges must be done through the supplier's company or the District's third-party provider, Field Control Analytics at www.fcbackground.com/clientsignup using project code: VENDISD15 or be issued by the supplier's company.

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Instructions to School District Contractors
Regarding Criminal History Background Searches
Under TEC 22.0835

TEC 22.0834 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised ***FAST Fingerprint Pass*** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

Company Name:_____ Submitter's Name/Title:_____

Address:_____City, State and Zip Code:_____

Email Address: _____

Submitter's Signature:_____Telephone No._____

Fax No._____800 # (if available)_____

Date:_____

Name of Contractor	

DALLAS INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF NON-DISCRIMINATION

In connection with the execution of this Contract, the Contractor shall fully comply with the District non-discrimination requirement cited below.

"The Dallas Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans With Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

By the signing of this Certificate, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities.** A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11."

By: Signature:

_____ _____

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR) (CONTRACTOR REPRESENTATIVE SIGNATURE)

Date: Contractor:

_____

_____

SECTION 00 45 22 – NOTIFICATION OF HAZARDOUS MATERIALS

Name of Contractor	

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority on this day personally appeared _____, known to me to be the person whose name is subscribed below, who, on oath stated:

"As the appropriate official of the company, contractor, or subcontractor submitting this affidavit in conjunction with a bid submitted to the Dallas Independent School District, I acknowledge that this company, contractor, or subcontractor has been notified that copies of the Asbestos Hazard Emergency Response Act (AHERA) for the school(s) where such company, contractor or subcontractor has contracted to perform work are available at the individual school library and at the Professional Library at the Dallas Independent School District, 9400 N. Central Expressway, Dallas, Texas 75231. I understand that it is our responsibility to familiarize ourselves with such plans and that it is our responsibility to inform every worker that we use on this project as to the availability of these plans.

We also acknowledge that we will be required to obtain written clearance from the Dallas Independent School District, Bureau of Hazardous Materials Management, prior to executing any work on this project."

_____

Name of Company

Signature _____

Name _____

Title _____

STATE OF TEXAS

COUNTY OF DALLAS

Sworn to and subscribed before me at Dallas, Texas this the _____ day of _____, 20 _____, A.D.

_____

Notary Public in and for Dallas County, Texas

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Director of Procurement Services not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

> Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):
>
> _____

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

> Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):
>
> _____

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual:_____ Date:_____

Entity:_____

By:_____ Date:_____
Signature

Title:_____

Certified this _____ day of _____ , 20_____, by _____
Notary Public

_____
Notary Seal

SBE Compliance Guidelines and Forms

Date Issued:
August 27, 2025

Contact Info:
Small Business Office
9400 N. Central Expressway
Dallas, TX 75231
972-925-7290
Email: sbo-construction@dallasisd.org
Website: www.dallasisd.org
Contact: Wilton Munnings
972-925-7222

Read Carefully: The SBE Program requirements are applicable to any bidder/proposer. These forms should be attached to any bid/proposal totaling $50,000 or more and are due at the time of bid/proposal opening.

JOINT VENTURE AGREEMENT

BY AND BETWEEN

_____

AND

_____

AS

_____, a Joint Venture JV

FOR

Dallas Independent School District

_____

JOINT VENTURE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___ (the "Effective Date"), by and between _____Inc. ("NAME"), a _____ ("STATE") corporation, whose business address is _____ ,_____ ("CITY") , _____ ("STATE") _____ ("ZIP"); and _____, Inc. ("NAME"), a _____ ("STATE") corporation, whose business address is_____, _____ ("CITY") , _____ ("STATE") _____ ("ZIP"), hereinafter referred to individually as a "Party" or collectively as the "Parties". The name of the Joint Venture shall be called _____. All business of the Joint Venture shall be conducted under this name.

Recitals

A. The Parties have agreed to enter into a joint venture for the purpose of submitting a proposal, bid, solicitation or otherwise (the "Proposal") to provide owners representative services or work to the Dallas Independent School District in response to Bid/RFP/RFQ No. _____ entitled _____ (the "Solicitation"), which to the extent the Proposal is successful, will result in a contract with the Owner.

B. The Parties desire to enter into this Agreement to fix and define between themselves their respective interests and responsibilities for the purposes of providing the requisite Services, Work, or both.

C. The Parties affirm and agree that they shall participate in the preparation of the Proposal and pursue the Contract with each other, that no Party shall submit a competitive proposal or otherwise seek the award of the Contract contemplated herein either alone or with others without notice to the Parties to this Agreement and entering into a Non-Disclosure Agreement, and in reliance thereon have entered into this Agreement.

D. The Parties agree and affirm to register the Joint Venture with the State and forward the Certificate of Filing and Tax Identification Number to the Dallas Independent School District, if the Joint Venture is awarded a Project with the Owner.

E. The Parties affirm and agree the joint venture participation split represented in this Agreement and no employee or former employee [of less than one year], relative, affiliate or subsidiary company is listed or included as a joint venture partner.

F. In the event the Parties agree to pursue other DISD projects as a joint venture, they will enter into an addendum to this Agreement, subject to District approval, identifying that project and any modified terms of this Agreement, if any, in connection with the pursuit or award of same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

Agreement

Article 1: Definitions and Interpretation

1.1 Capitalized terms used in this Agreement shall have the meaning set forth below or as defined elsewhere in this Agreement.

1.1.1 "Agreement" means this document.

1.2

1.2.1 "Managing Business Party" the Joint venture partner designated to provide the accounting and financial services, on behalf of the Joint Venture required to reflect the conduct of the Joint Venture's affairs

1.2.2 "Owner" means Dallas Independent School District.

1.2.3 "Contract" means any contract (together with any amendments, supplements or modifications thereto) awarded to the Joint Venture by the Owner for the performance of the Services, Work, or both, for the Project

1.2.4 "Deputy Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with assisting the Project manager and Senior Project manager in the overall responsibility to direct the Joint Venture's performance under the Contract.

1.2.5 "IRC" means the Internal Revenue Code of 1986 as amended as of the date of this contract.

1.2.6 "Joint Venture" means an association between _____, Inc., and _____, Inc. engaged in a solitary business enterprise for profit.

1.2.7 "Management Committee" means the group formed pursuant to Article 4 as the final authority of the Joint Venture and having the powers and duties as provided herein.

1.2.8 "Project" means the "DALLAS ISD" Construction" project the subject of the solicitation.

1.2.9 "Project Manager" or "Senior Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with overall responsibility to direct the Joint Venture's performance under the Contract.

1.2.10 "Proposal" means the proposal(s) submitted by the Joint Venture to the Owner to secure the award of the Contract for the Project. The Proposal shall include, but not limited to, all pursuit efforts, including any presentation or other interview. The term "Proposal" does not include task order specific proposals.

1.2.11 "Services" or "Work" means services or work under the Contract to be performed by the Joint Venture in furtherance of the Project.

1.2.12 "Task Order Contract" means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. 1.2. Terms importing the singular include the plural and vice versa where the context requires.

1.3. The headings used in this Agreement are included for ease of reference only and shall not affect the construction or interpretation hereof.

Article 2: Association of the Parties

2.1 Formation. The Parties hereby agree to form the Joint Venture pursuant to the provisions hereof for the limited purpose and scope set forth in this Agreement. The Parties hereby further agree to perform the Joint Venture's responsibilities and obligations as an integrated team, providing staffing (including key

personnel) and resources generally in proportion to their respective interests in the Joint Venture as set forth in Article 5.

2.2 Purpose. This Joint Venture is entered into solely for the purpose of submitting the Proposal and, if the Contract is awarded to the Joint Venture, the performance of the Services, Work, or both, as identified in the Solicitation. The Parties agree that the Joint Venture is a temporary association and that it will not place any limitation or liability on the Parties beyond the specific undertakings contained in this Agreement.

2.3 Name. The Joint Venture shall operate under the name _____, a Joint Venture.

2.4 Duration. The Joint Venture will continue until dissolved in accordance with this Agreement. Subject to the foregoing, the Joint Venture shall:

2.4.1 dissolve automatically (i) should the Parties fail to agree as to the form, terms or conditions of the Proposal, (ii) if the Project is cancelled prior to award, or (iii) if the Contract is not awarded to the Joint Venture, but only after any challenge to the award of the Contract, by administrative protest or litigation (or appeal of a decision on such protest or litigation), is fully concluded without an award of the Contract to the Joint Venture, or

2.4.2 if awarded the Contract, be dissolved upon completion of all Services, Work, or both, required to be performed under the Contract, receipt of full payment of all sums for which the Joint Venture is entitled under the Contract, the settlement of all disputes and final accounting, and the expiration of all warranties and all other obligations arising in connection with the Contract.

2.43 if awarded the Contract, the Joint Venture shall not be dissolved, without thirty (30) days written notice and the prior written consent of the Dallas Independent School District

2.5 In the event the Contract is terminated, the Joint Venture shall conclude its affairs in an orderly manner at the earliest practicable date, subject to the requirements of Section 2.4 above. However, should the Services, Work, or both, be only suspended, the Joint Venture shall remain in effect during the period of such suspension.

2.6 The Parties agree that they shall cause the Joint Venture to sign the Contract promptly upon its being tendered for signature in a form mutually agreed upon by the Parties and the Owner.

2.7 Scope of Services or Work. The Services, Work, or both, to be performed by the Joint Venture shall generally be of the type and nature described in Exhibit A.

Article 3: Operation of the Joint Venture

3.1 If required by applicable law or regulation, the Joint Venture shall be registered and licensed as a business in the jurisdiction where the Joint Venture's principal office is located.

3.2 The principal business address of the Joint Venture shall be _____. Services may be performed in the Owner's offices, in the Joint Venture office, in the respective offices of the Parties or DALLAS ISD as authorized, at the project site or at such locations as the Parties may mutually agree upon.

3.3 All correspondence from the Owner regarding the Contract shall be sent to the Project Manager and/or _____ at the principal business address of the Joint Venture, with a copy provided to each of the Joint Venture members.

3.4 Initial Proposal Effort. Each Party will participate in preparing the Proposal required for the Contract under the direction of the Project Manager. Each Party will bear its own labor and travel costs associated

with this effort. Third party direct costs for expenses and other services such as video imaging, photography, document development, technical writing and editing, graphics, printing, and reproduction, as well as any specialty sub-consultant services, shall be shared between the Parties in proportion to each Party's Agreed Percentage of Participation as specified in Article 5; provided, however, that all Parties must pre-authorize any such expenditure.

3.5 Integrated Services. During the construction and pre-construction phase of the project, the Parties intend to perform the Services as an integrated organization with each Party providing competent personnel to the Joint Venture consistent with the staffing resource plan set forth in Exhibit B and as necessary to enable the Joint Venture to successfully perform the Services, Work, or both, in accordance with the terms of the Contract. In addition, and at the direction of the Management Committee, Services may be performed, in whole or in part, by consultants retained by the Joint Venture, one or more of the Parties, or both, and Work may be performed, in whole or in part, by subcontractors retained by the Joint Venture, one or more of the Parties, or both. Notwithstanding the foregoing, personnel assigned to the Joint Venture shall remain on the payroll of the assigning Party. The staffing resource plan may be amended from time to time as may be deemed necessary by the Management Committee. A Party may not remove from the Project or reassign to another project any "key personnel" listed on Exhibit B without the prior consent of the Management Committee and notice to the Director of the MWBE Department or his/her designee within five (5) business days from the date of removal or reassignment.

3.6 Subject to the limitation noted above with respect to key personnel, in the event that an individual assigned to the Project is unable or unwilling to perform the Services, the Work, or both, in a professional and timely manner, or if the Owner directs the Joint Venture to remove a particular individual from the Project, or if the Project Manager, in the good faith exercise of his/her discretion, determines that an individual should be removed from the Project, then the assigning Party shall replace such individual with a qualified employee reasonably acceptable to the Management Committee and, if applicable, the Owner. If the assigning Party cannot furnish a qualified substitute candidate within a reasonable period of time after the vacancy arises, then the vacancy shall be filled by an individual employed by the other Party.

3.7 Project Manager. Subject to the authority of the Management Committee and any limitations set forth herein, the Project Manager is the individual charged with responsibility to direct the Joint Venture's performance under the Contract. Subject to Owner approval (if required), _____ shall serve as the Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Project Manager, the Management Committee will nominate an employee of _____- to serve as the successor Project Manager. In performing his duties, the Project Manager shall treat both Parties fairly and shall not discriminate in favor of either Party.

3.8 In addition to the other duties set forth herein, the Project Manager is to:

3.8.1 Serve as the primary interface between the Joint Venture and the Owner;

3.8.2 Ensure compliance with the DALLAS ISD MWBE Program requirements

3.8.3 Submit Change Orders to the Owner;

3.8.4 Report monthly, or as requested, to the Management Committee;

3.8.5 Oversee the Services, Work, or both, of the Joint Venture;

3.8.6 Prepare and maintain Project schedules;

3.8.7 Consult and confer with the Deputy Project Manager; and

3.8.8 Perform such additional duties as directed by the Management Committee.

3.9 Deputy Project Manager. The Deputy Project Manager shall be designated by the MWBE partner and will support and assist the Project Manager in the performance of his/her duties as set forth above. Subject to Owner approval (if required), _____ shall serve as the Deputy Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Deputy Project

3.10 Manager, the Management Committee will nominate an employee of _____ MWBE Joint Venture Partner to serve as the successor Deputy Project Manager.

Article 4: Joint Venture Organization

4.1 _____ shall be responsible for the fiscal and administrative tasks of managing the business operations of the Joint Venture (the "Managing Business Party") and shall appoint an individual responsible for these tasks. As the Managing Business Party, _____will appoint one of its Management Committee Members to act in the role of Chairperson of the Management Committee commencing on the effective date of this Agreement.

4.2 The Project Management Committee ("Management Committee") will be comprised of two or three (___) representative from _____, and one (_) representative from _____. The Parties individual representatives designated to comprise the Management Committee are referred to herein as the primary representative(s). The Managing Business Party shall designate an individual on the Committee as the Chairperson to manage the administrative and management functions of the Committee. In addition to its primary representatives or representative, each Party shall also name an alternative representative for its primary representatives or representative. A Party's alternative representative shall act in the capacity of its primary representative should its primary representative be unable to fulfill his or her duties as described herein. If not identified below, representatives shall be designated within thirty (30) days of the date of this Agreement by written notice to the other Party. A Party may change its designated representative(s) or alternate representative upon ten (10) days written notice to the other Party. No proxies shall be permitted. Each Party's designated primary and alternate representative(s) shall have full power and authority to act for and on behalf of the Party so appointing them with respects to all matters coming before the Management Committee.

4.3 Meetings of the Management Committee shall not be held unless each Party is represented. If the Parties representatives are not all available, the meeting shall stand adjourned and will be re-scheduled to the next earliest date acceptable to all Parties. While the Management Committee will always attempt to meet in person, telephonic or online meetings shall be allowed. The Parties shall endeavor to provide five (5) days written notice to each Party of scheduled meetings (in person, online or by telephone), except in the event of an emergency or immediate need. A Party's refusal or repeated failure to attend any scheduled Management Committee meeting shall at the other Party's sole discretion, constitute of default under this Agreement subject to the review and approval of the MWBE Director or his/her designee.

4.4 _____ representative(s) shall each have one (1) vote on matters coming before the Management Committee. The primary representative(s) from _____shall each have one (1) vote each on matters coming before the Management Committee. A vote shall not be taken until each representative of a Party has communicated its position and expressed its questions, concerns, approval or disapproval of a matter. Each party agrees to work collaboratively to make decisions and solve problems in the best interest of the Joint Venture. In the event the Management Committee members cannot reach a unanimous decision on the business and operational matter(s) at hand requiring a Management Committee vote or resolution, the Chairperson will make the decision as majority partner, taking into account the risks and financial impacts to all parties and the Joint Venture. The final decision is applicable for all matters except for scope changes made by the Owner or settlement of claims and disputes. In these cases, if the Management Committee cannot develop a mutually agreeable solution, they shall submit any dispute to the Chief Executive Officer of the Joint Venture partners as provided for in Article 16. If, in the Project Manager's good faith judgment, immediate action is required in order to meet the Joint Venture's obligations under the Contract, the Project Manager may act without waiting for the resolution of the dispute,

subject to written notice and each Party's reservation of their respective right to seek recovery for the financial consequences arising from such action pending final resolution of the dispute. If any Party is in default (as defined in Article 12) under this Agreement, during the time of such default, its representative(s) shall not vote upon any issue, and such representative(s) shall not be included in the computation of eligible votes. Within one week of the Management Committee meeting, written meeting minutes regarding items discussed and actions taken at the meeting shall be prepared and distributed by the Chairperson of the Management Committee.

4.5 The Project Management Committee shall meet with the Project Manager or Senior Project Manager) and the Deputy Project Manager or Assistant Project Manager (and other project staff as mutually agreed upon by the Management Committee) quarterly or more frequently if deemed necessary.

4.6 The Project Manager shall have authority to conduct the business of the Joint Venture in accordance with the terms of this Agreement, but shall not have authority to, and shall not directly or indirectly without the unanimous consent and prior written approval of the Management Committee:

4.6.1. Enter into on behalf of the Joint Venture any third-party contractual arrangements or cause the Joint Venture to assume, incur, or become liable for any other obligations;

4.6.2. Make any investment in any other person or entity; make loans or guarantees, or otherwise extend or pledge credit to others;

4.6.3. Confess any judgment against the Joint Venture or compromise any debt due the Joint Venture except upon receipt of full payment;

4.6.4. Make any election for the Joint Venture under the then-current Internal Revenue Code, as amended, or any other applicable income tax legislation from time to time in force;

4.6.5 Commence any claim against the Owner with respect to amounts due under the Contract;

4.6.6 Commence any litigation; defend any action or claim against the Joint Venture by a third party; appeal any judgment or decision; or settle any litigation, action or claim to which the Joint Venture is a party;

4.6.7 Cause to be organized or acquired in whole or in part by the Joint Venture any corporation to carry out any activities of the Joint Venture; or

4.6.8 Exercise any of the authority vested in the Management Committee pursuant to Section 4.9 below.

4.7 In case it is necessary to settle a matter prior to the next scheduled or specially called meeting, the representatives may agree on a decision by notice to each other in accordance with the provisions of Article 23. Such decision will be included in the minutes of the next meeting of the Management Committee.

4.8 The representatives shall be deemed to be acting on behalf of his or her respective Party and no representative shall be liable to the Parties by reason of his or her actions as a member of the Management Committee, except where such representative's action constitutes gross negligence or actual fraudulent or dishonest conduct.

4.9 The Management Committee may delegate, in writing, such of its responsibilities and duties as it deems appropriate to the Project Manager, Senior Project Manager or the Managing Business Party, except that the Management Committee must act, *inter alia*, on the following matters of major consequence:

4.9.1 Timing and amount of distribution of Joint Venture profits and the Management Committee's right to demand additional cash reserves to cover potential losses;

4.9.2 Amount of revenue reserves, cash reserves, and contingent cost reserves to be retained by the Joint Venture;

4.9.3 Voluntary liquidation of the Joint Venture;

4.9.4 Third Party contractual arrangements or the incurring of other obligations in excess of $10,000 by or on behalf of the Joint Venture;

4.9.5 Designation of a successor Project Manager or Deputy Project Manager;

4.9.6 Resolution of a dispute first referred to the Management Committee pursuant to the provisions of Article 16;

4.9.7 Review and approve all contractual transactions between the Parties (and their affiliates) and the Joint Venture; and

4.9.8 Take such other action and exercise such other authority as the Management Committee deems necessary to cause the Joint Venture to achieve its purposes consistent with good business practices and in compliance with all applicable laws and regulations.

4.10 The Joint Venture shall not have employees. The Parties shall provide all necessary personnel. A Party, at its own cost and expense, may retain necessary staff on an independent consultant basis to meet its personnel needs.

Article 5: Interests of the Parties

5.1 Except to the extent that this Agreement expressly provides to the contrary, the interests of the Parties in (i) any and all gains, losses, and liabilities that may result from the performance of the Contract or the Agreement, or both, (ii) any and all property, equipment, and other assets acquired by the Joint Venture, and (iii) any and all monies received in connection with the Contract, shall be determined proportionately in accordance with the Party's Agreed Percentage of Participation as set forth below.

Agreed Percentage of Participation

_____ ____ _%

_____ _____ %

_____ _____ %

5.2 The Parties acknowledge and agree that all liabilities and risks associated with the Project shall be shared pro rata according to the Agreed Percentage of Participation unless otherwise provided for herein. The MWBE Joint Venture partners proportionate share in the ownership shall be commensurate with their capital contribution, control, management, risks and ownership interest. For the avoidance of doubt, a Party's profits and losses arising out of the performance of self-performed subcontracting services, work, or both, for which it is responsible under this Agreement shall not be considered profits and losses of the Joint Venture.

5.3 The Parties shall appoint a Project Manager or Senior Project Manager to maintain and oversee the day to day work under the Contract. The Parties shall jointly select any necessary additional Project Managers, the Assistant Project Manager (the "APM") and/or Superintendents. The selected Project Managers and Superintendents shall be available at the Project site daily to supervise the work under the Contract. The MWBE Joint Venture Partner shall be assigned staff under the Contract in proportionate share of their respective ownership interest in the Joint venture. The Project manager shall submit the final staffing matrix confirming compliance with this section including all Project managers, Assistant Project managers and Superintendents to DALLAS ISD's MWBE office within 30 days of the Notice to Proceed.

5.4 The clear and distinct portion of the Scope of Work to be performed by _____, the MWBE Joint Venture partner and the estimated value of those services commensurate with the percentage ownership interest is as follows:

A detailed delineation of the Joint Ventures duties is outlined in Exhibit "A".

[Please note that if the MWBE's scope of work is described as "participate in", "advise about", "assist in" or "consult", the work shall not be considered distinct or clearly defined for the purpose of analyzing the joint venture participation]

Article 6: Execution of Bonding and/or Guarantees

6.1 Each of the Parties agrees to execute all applications and indemnity agreements required by its sureties upon any bond or bonds required in connection with the Proposal and/or the Contract. Failure of a Party to execute any documentation necessary to effectuate the intent of this Article 6 shall constitute a default in accordance with Article 12 and entitle the non-Defaulting Party(ies) to appropriate relief as provided therein.

6.2 The Joint Venture partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other Parties are applicable in a form acceptable to the Owner. The Joint Venture may also provide in a form acceptable to the Owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the Parties associated with the SAA Form #1.

Article 7: Working Capital

7.1 All necessary working capital, when and as required for the performance and prosecution of the Contract or operation of the Joint Venture as determined by the Project Manager and approved by the Management Committee, shall be furnished by the Parties in a timely manner and proportionately in accordance with their respective interests as set forth in Article 5. Each of the Parties recognizes that the failure of any Party to contribute its full proportionate share of working capital will have serious adverse consequences for the Joint Venture and imposes an unfair burden upon the other Party(ies). As to such working capital contribution, each of the Parties waives any rights of set-off it might otherwise possess and agrees to make the working capital contributions without set-off or deduction of any type. If any Party borrows funds to meet its obligation hereunder, such borrowing shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the Joint Venture. No Party or its representatives shall have the power to pledge the credit of any other Party.

7.2 Any capital contributions requested by the Project Manager from the Parties shall be subject to the approval of the Management Committee. If such request is approved, the Management Committee shall give written approval thereof, with the manner of computation, to each Party. If, within thirty (30) days of receipt of such notice, either Party fails or is unable to provide its proportionate share of the funds required by the Joint Venture, such non-contributing Party shall be in default of this Agreement. In the event the non-contributing Party fails to cure its default within seven (7) days of the date of receipt of notice, the contributing Party shall be reimbursed from any profit due the non-contributing Party for the total amount of the funds contributed, but the ownership interest of the Joint Venture shall not be adjusted or changed unless the non-contributing Party is determined to be in default and fails to cure. The Management Committee has the discretion to waive a default under this Section.

Article 8: Books and Records, Accounting and Bank Accounts

8.1 Books and Records. The Parties acknowledge and agree that _____ will be the Managing Business Party and will provide at no additional costs the accounting and financial services required of the Joint Venture as approved and determined by the Management Committee. The Managing

Business Party, on behalf of the Joint Venture, shall keep proper books, records and accounts in which full, true and correct entries will be made of its transactions, on an accrual basis, in accordance with generally accepted accounting principles, showing all costs, expenditures, sales, receipts, assets and liabilities, and profits and losses of the Joint Venture, and all other records required appropriately to reflect the conduct of the Joint Venture's affairs and the distributions provided for in Article 5. Each of the Parties shall be entitled to have its representatives examine and make copies (at its own expense) of any of the books or records of the Joint Venture at any reasonable time and without notice. The Joint Venture shall permit the use of electronic copies of its books and records. The books and records of the Joint Venture are to be retained after dissolution of the Joint Venture for such period or periods as may be required by law or the Contract, whichever is greater. The costs associated with accounting and record keeping for the Joint Venture (including federal reporting under Section 9.2 and tax matters under Section 17.6) shall be a Joint Venture cost.

8.2 Fiscal Year. The fiscal year of the Joint Venture shall commence on _____ and end on _____.

8.3 Audit. If required by the Management Committee or the Owner, the Managing Business Party shall employ, at the expense of the Joint Venture, an independent auditor acceptable to the Management Committee to conduct an audit of the financial statements, including the balance sheet and statements of income and cash flows and disclosures required under generally accepted accounting principles, of the Joint Venture each year and report to the Parties within ninety (90) days after the expiration of the fiscal year its opinion on such financial statements. Further, each Party may at its option and sole expense perform an annual audit of the Joint Venture books and records.

8.4 Reports. The Managing Business Party shall deliver to each Party:

8.4.1 Within thirty (30) days after each month period, a balance sheet and statement of income of the Joint Venture for the month;

8.4.2 Within thirty (30) days after the end of each fiscal quarter, a statement of cash flow for the Joint Venture;

8.4.3 At least two (2) weeks prior to each quarterly Management Committee meeting, a summary of the monthly financial information for the most recent completed months, and projections for the next three (3) quarters; and

8.4.4 With reasonable promptness, all such other information, reports, and projections as from time to time may reasonably be requested by either Party.

8.5 Bank Accounts. A separate bank account in the name of the Joint Venture will be established by the Joint Venture. The bank account will require the signature of an authorized representative of each Party or his or her designee for withdrawal by check or documented approval of an authorized representative of each Party or his or her designee for withdrawal by electronic means. All payments due the Joint Venture for performance of the Contract will be deposited in the account and all expenses incurred under the Contract will be paid from the account. All capital contributions made in cash and all of the Parties' other cash receipts shall be deposited in such account under such terms as directed by the Management Committee. No petty cash accounts for the Joint Venture are authorized. The Managing Business Party shall reconcile the bank account monthly and deliver a report to the Management Committee.

8.6 Disbursements from Bank Accounts. All withdrawals from the Joint Venture account will require written invoices, receipts, vouchers, or other acceptable documentation. All checks, drafts, or other orders of the payment of money, and all notes or other evidence of indebtedness issued in the name of the Joint Venture shall be signed by two (2) persons, each representing one of the Parties. Each Party shall designate an individual or individuals authorized on its behalf to provide such signatures.

8.7 Closing of Bank Account in Event of Default. In case of a material default by one of the Parties

under Article 12 of this Agreement, the then-existing Joint Venture account may be closed by the non-Defaulting Party(ies) and a new account opened in the name of the Joint Venture, but under the sole direction and control of the non-Defaulting Party(ies). Funds from the closed account shall be transferred to the new account and the then-existing account shall be closed. In such an event, the defaulting Party(ies) will no longer have any rights to the operation of the new bank account, unless and until it cures its default to the satisfaction of the non-Defaulting Party(ies).

8.8 Loans. Without the prior written consent of all Parties, the Joint Venture, the Management Committee, or any Party shall not:

8.8.1 directly or indirectly, borrow money or become otherwise obligated upon, or liable for, any monies borrowed in the name of the Joint Venture or the other Party(ies);

8.8.2 guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise), for any other person, firm or corporation.

8.9 Accounting Decisions. Subject to Section 8.1 above, all decisions for the Joint Venture as to accounting principles shall be made by the Management Committee consistent with Generally Accepted Accounting Principles ("GAAP") with the concurrence of accounting or tax experts from each Party.

8.10 Final Accounting. Upon completion of the Project, payment of all sums due under any contract pertaining to the Project, and settlement of all outstanding obligations and liabilities on the part of the Joint Venture and their respective affiliated subcontractors, the Management Committee shall arrange for a final account to be prepared showing the total net profit earned, or loss incurred, by the Joint Venture. Unless otherwise agreed by the Parties, such final account shall be audited by a firm of accountants and agreed to by the Management Committee.

Article 9: Additional Obligations of the Parties

9.1 The Joint Venture shall, in good faith, commit to achieve the minority and women owned business subcontracting goals as set forth within the Contract. The Joint Venture also agrees to comply with the MWBE Program guidance, rules and regulations.

9.2 Each Party shall use good faith efforts to provide and make available its expertise, technical resources, and information to the Joint Venture to effectuate the intent herein and in furtherance of satisfying the Joint Venture's obligations to the Owner.

9.3 Contracting and Procurement. The Management Committee or its designee shall administer and manage all contracting, procurement, and financial activities for the Joint Venture and periodically update the Parties on the status of such activities. For the avoidance of doubt, the foregoing activities relate solely to the contracting, procurement, and financial activities of the Joint Venture and not such activities as undertaken by the Parties in furtherance of the Services, Work, or both, for which they are responsible under a Task Order Agreement.

9.4 Ownership Interest. Subject to the prior written approval of the District's M/WBE Department, each Party's Ownership interest may be adjusted from time to time as provided in this Agreement. For purposes of this Agreement, the term "Pro Rata" means the ratio determined by dividing the Ownership interest of a Party to whom a particular provision of this Agreement is stated to apply by the aggregate Ownership interest of all the Parties.

9.5 Reporting Requirements. The Management Committee or its designee shall administer and manage all required state, local, and federal reporting activities for the Joint Venture, including MWBE goals, all in accordance with applicable DALLAS ISD regulations and guidelines. Each Party will be responsible for providing any required reporting information to the Managing Business Party in a timely manner to allow the timely submission of the combined data from each Party to the appropriate federal agency and/or electronic reporting system.

9.6 The Parties agree that, during the term of this Contract and for a period of one year thereafter, no Party to this Contract shall in any way intentionally induce or persuade an employee of another Party to this Contract to become an employee or agent of such Party.

Article 10: Provision of Materials, Equipment, Supplies and Services

10.1 The Parties intend that all materials, equipment, supplies, and services required in connection with the Contract will be provided by the Parties and that the Joint Venture will not acquire any materials, equipment, supplies, or services directly. In the event the Joint Venture shall procure any such materials, equipment, supplies, or services, such procurement shall be in accordance with any procurement guidelines, directives, and procedures issued or approved by the Management Committee. In addition, and to the extent applicable, any procurement activities by the Parties, Joint Venture, or both shall be conducted in accordance with applicable laws and regulations, as implemented through the Contract.

10.2 If any Party provides equipment or temporary facilities to the Joint Venture, the Party shall insure or self-insure such equipment or temporary facilities and the cost of such insurance or self-insurance shall be included in the equipment or facilities rate quoted to the Joint Venture. The Joint Venture and the other Parties will be identified as an additional insured on any such insurance when appropriate, as determined by the Management Committee.

Article 11: Compensation

11.1 In accordance with the billing period provided in the Contract, unless otherwise approved by the Management Committee, each Party shall prepare and submit by the tenth (10th) of each month, for Work performed during the prior month, invoices to the Joint Venture.

11.2 Each Party shall submit invoices in the manner required under the Contract. Each invoice shall be subject to the terms of the Contract.

11.3 The Project Manager, on behalf of the Joint Venture, will in turn prepare and submit invoices to the Owner in accordance with the provisions of the Contract and any applicable task order. Unless expressly agreed to by the Parties and permitted pursuant to the terms of the Contract, the Joint Venture shall not add any profit, fee, or other amounts to the invoices submitted by the Parties. The Parties may invoice the monthly staff costs for personnel incurred directly in the management and administration of the project subject to any restrictions in the terms of the Contract.

11.4 Subject to the provisions of Section 4.6, the Joint Venture will, upon receipt of payment from the Owner, deposit same in the Joint Venture bank account and within five (5) business days issue payments against such account to each Party for the amount(s) invoiced by each Party to the Joint Venture and allowed by the Owner, less any withholdings authorized by this Agreement and directed by the Management Committee. In the event the Owner pays less than the full amount due with respect to any invoice, such shortfall shall be allocated to the Party responsible for performing the specific Services, Work, or both, for which payment was withheld or, in the absence of information reasonably sufficient to determine the basis for such short payment, any shortfall shall be allocated between the Parties in proportion to their respective shares of the applicable invoice. No Party will unreasonably restrain or refuse to authorize withdrawal of funds for payment of proper invoices relating to performance of the Services, Work, or both.

11.6 Expenses incurred by the Parties in self performing Work under a Subcontract or Task Order Agreement shall not be considered Joint Venture expenses and, to the extent allowed under the Contract, may be included by the Parties in their respective invoices to the Joint Venture for Services provided, Work performed, or both. Unless stated otherwise in this Agreement or authorized in writing by the Management Committee, personnel expenses not directly related to the performance of the Project including but not limited to back office functions such as human resources, legal counseling and tax compliance of the Parties shall not be considered a Joint Venture expense.

11.7 Each Party shall have full and sole responsibility for the payment of any taxes, duties, fees, or assessments of any nature whatsoever levied upon it individually in connection with its Services, Work, or both, under a Task Order Agreement, including any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

11.8 All personnel involved in the performance of the Services, Work, or both, shall be employed by the Parties and shall remain in the employ of the respective Party. Each Party shall advance and pay all payroll costs and expenses incurred by reason of their respective personnel working in connection with the performance of the Services, Work, or both, and each Party agrees to indemnify and hold the Joint Venture and each other Party harmless from any claims and liabilities arising out of the responsibilities of that Party toward its employees, any of its related companies, and any of their personnel under all applicable laws, including labor and tax laws.

11.9 If a Party, with the prior written approval of the Management Committee, maintains a Joint Venture office dedicated exclusively for the management and administration of the DISD project independent of the Parties primary business office(s) and any of the other Party's(ies) personnel are located at the office during the duration of the project, the host Party may issue a quarterly invoice directly to the visiting Party(ies) for the pro rata cost of office space and furnishings utilized by visiting Party's(ies) personnel during the time they are engaged in the performance of Services, Work, or both, for this Joint Venture at such Joint Venture office.

11.10 The basis for the calculations of such invoices under Section 11.9 above shall be determined by the Management Committee. Such invoices shall not constitute a billing to, or on behalf of, the Joint Venture, but rather a billing directly between the Parties. The visiting Party shall pay such invoices within thirty (30) days of receipt of such invoice.

11.11 When Joint Venture funds are in excess of the needs of working capital required for the operation of the Joint Venture (as determined by the Management Committee), such excess funds, if any, shall be first applied to the return of funds advanced until such advances shall have been entirely repaid, and the balance of such excess shall be distributed as provided in Section 11.13 below, to each Party in accordance with such Party's Agreed Percentage of Participation as reflected in Article 5.

11.12 The Management Committee shall quarterly review the progress of the Services, Work, or both, and the Joint Venture's financial condition to determine whether Joint Venture profits, if any, should be distributed. If the Management Committee determines that earned profits and reserves for contingencies, including cash contributions, are adequate to meet the Joint Venture's needs, it may direct the Managing Business Party to distribute earned Joint Venture profit to the Parties based upon their respective Agreed Percentage of Participation. For the avoidance of doubt, payments to a Party for self-performed services related to the construction project, Work performed, or both, pursuant to a Task Order Agreement shall not be considered distributions of Joint Venture capital or profits.

11.13 The Management Committee shall establish cash reserves and revenue reserve funds to be retained by the Joint Venture from time to time in order to assure adequate funding for all Joint Venture obligations as they relate to future profits, losses, liabilities, and contract performance. At the direction of the Management Committee, the Project Manager shall invoice each of the Parties for approved reserves and capital contributions.

Article 12: Default and Insolvency

12.1 If a Party shall be in default hereunder (as specified in Sections 4.3 (Management Committee meetings), 7.2 (capital contributions), 9.4 (Owner-issued notice of default), 25.8 (breach of covenants), or 25.9 (anti-bribery laws), or Article 15 (assignment and change of control)), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease or otherwise fail to timely pay for goods or services (including labor), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease to operate or terminate its business affairs; institute an insolvency proceeding under applicable law; permit the entry of

any order for relief under Chapter 7 of the Bankruptcy Code; or fail to cure a default hereunder after entry of an order for relief under Chapter 11 of the Bankruptcy Code, (such Party being hereinafter referred to as "Defaulting or Insolvent Party"), then from and after such date:

12.1.1 All acts, consents and decisions with respect to the performance of the Contract or the management of the Joint Venture shall thereafter be taken solely by the remaining Party without considering the Defaulting or Insolvent Party.

12.1.2 The participation of the Defaulting or Insolvent Party in the profits of the Joint Venture shall be limited to that proportion which the Defaulting or Insolvent Party's contributions to the working fund of the Joint Venture bear to the total of such contributions as same may be modified by and subject to the provisions of Section 7.2, but the Defaulting or Insolvent Party shall be charged with, and shall be liable for, any and all losses that may be suffered by the Joint Venture under the Contract, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting or Insolvent Party's Percentage of Participation, set forth in Article 5.

12.1.3 The non-Defaulting Parties shall have the right to take over and complete the Services, Work, or both. Without limiting the generality of the foregoing, the non-Defaulting Parties may, for the purpose of completing the Work, enter upon the site and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which the Defaulting or Insolvent Party hereby transfers, assigns and sets over to the non-Defaulting Parties for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. The non-Defaulting Parties may complete the Services in whatever fashion it deems most efficient and shall have the right to use the existing work product for purposes of completing the Project. In such event, the non-Defaulting Parties shall receive any and all payments, including fees, which would otherwise be due for such Services, Work, or both, and apply the proceeds thereof (i) to cover all expenses incurred by the non-Defaulting Parties in taking over and completing (by use of its own forces, subcontracting or otherwise) such Services, Work, or both and (ii) to establish a contingency fund to cover any and all outstanding warranties or other obligations of the non-Defaulting Parties with respect to such Services, Work, or both, or any other uncured defect or deficiency for which the non-Defaulting Parties are responsible.

12.1.4 The non-Defaulting Party shall have the right to establish a new Joint Venture bank account in accordance with Section 8.7 of this Agreement.

12.2 If a Party is in material default of the requirements of the Contract, including (i) failure to perform or progress the Services within the timeframe specified in the Contract; (ii) serious or repeated breaches of the safety requirements; or (iii) is in breach of the requirements of the Services to be provided, the Work to be performed, or both, by that Party and fails to cure such breach within seven (7) days after written notice or demand, then from and after such date, the non-breaching Party shall have the rights afforded it under Subsections 12.1.1 through 12.1.3 above. Nothing in this Agreement shall be interpreted or construed to relieve the defaulting Party from their obligations under this Agreement or their obligations under the Contract with the Owner.

12.3 In the event of a default of this Agreement, the non-Defaulting Parties shall additionally be entitled to exercise all applicable remedies available to it, whether at law, in equity or otherwise, including an action to recover the losses sustained in excess of its proportionate share hereunder, specific performance, and the right to declare the Joint Venture dissolved and terminated without the necessity for judicial determination. Upon such dissolution, the non-Defaulting Parties shall immediately commence to wind up the Joint Venture's affairs, including completion of the aforesaid Contract, and shall liquidate the assets of the Joint Venture as promptly as reasonably possible.

Article 13: Liabilities

13.1 The liability of the Parties under this Agreement shall be joint and several. Notwithstanding the foregoing, as between the Parties, any liability (whether to the Owner or any third party) that the Joint Venture or any Party (including its parental guarantor, if any) may incur arising from or relating to the Contract or the performance of Services, Work, or both, under the Contract or this Agreement shall be allocated as between the Parties in proportion to the Agreed Percentage of Participation of each Party, except as set forth below:

13.1.1 Liability or related losses caused by the negligence, gross negligence, willful misconduct, fraud, or violation of legislation, laws, ordinances, codes or regulations of a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier), shall be assumed by such Party;

13.1.2 In the event of a default by a Party, liability or losses sustained by the Joint Venture or the non-Defaulting Parties shall be assumed solely by the defaulting Party;

13.1.3 Liability or related losses resulting from claims made by an employee of a Party against the Joint Venture or each other Party based on the employee-employer relationship, including the payment of unemployment taxes, withholding taxes, and employment benefits, will be solely assumed by the Party by whom such person is employed;

13.1.4 Liability or related losses traceable directly to and caused by a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be assumed by that Party;

13.1.5 In the event of a breach by a Party in the performance of its obligations under this Agreement, liability or losses sustained by the Joint Venture, the non-breaching Party, or both, as a result of such breach shall be assumed solely by the breaching Party; and

13.1.6 Liabilities or related losses relating to third-party claims resulting from Services provided, Work performed, or both, jointly by the Parties (including their respective officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be allocated to each Party in accordance with each Party's respective, relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.2 With respect to the liabilities allocated in Subsections 13.1.1 through 13.1.5 above, the Party to whom such liability is allocated shall defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, or liabilities set forth in such subsections (including reasonable attorneys' fees). With respect to the liabilities allocated in Subsection 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) that are in excess of such other Party's relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.3 With respect to any claims, losses, and liabilities not covered by Sections 13.1.1 through 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) arising from or related to the Contract or the performance of the Work, Services, or both, under the Contract, or this Agreement that are in excess of such other Party's Agreed Percentage of Participation, irrespective of the contributory fault, negligence, or strict liability of the indemnified Party(ies).

13.4 If a dispute arises between the Parties as to the allocation of liability and/or related losses each Party should bear, each Party shall provisionally assume a share of such liability in proportion to its Agreed

Percentage of Participation until the dispute is resolved.

13.5 For any such claims, losses, and liabilities, the indemnifying Party's obligations regarding any defense thereof include only the reimbursement of the indemnified Party's(ies) reasonable defense costs incurred to the extent of the indemnifying Party's actual indemnity obligations hereunder.

Article 14: Insurance

14.1 The Parties agree that they will acquire all necessary insurance in connection with the award and performance of a Dallas ISD Contract, including but not limited to general liability or professional liability, builder's risk, worker's compensation or any other insurance required under the Contract. [Optional provisions in the alternative, the Parties agree to provide the specific operational insurance coverage as follows:

14.1.1 Workers' Compensation for statutory limits in compliance with the applicable state and federal laws;

14.1.2 Employer's Liability with a limit of $_____;

14.1.3 Commercial General Liability, including Products and Completed Operations, Contractual Liability, and Broad Form Property and Personal Injury Liability, with a combined single limit of $_____ per occurrence and in the aggregate;

14.1.4 Automobile Liability Insurance with a combined single limit of _____ for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by a Party in the performance of Services under the Contract or this Agreement;

14.1.5 Commercial General Liability Insurance in the amount of _____ per claim and in the aggregate_____.;

14.1.6 Umbrella Liability in excess of (.2), (.3) and (.4) above, with an aggregate limit of _____ if required by the Contract. (Note: limit requirements can be satisfied by any combination of Primary and Excess coverage); and

14.17 Any insurance written on a "claims made" basis shall (a) have a retroactive date of no later than the earlier of the date of this Agreement or the earliest commencement of the Party's Services or Work in relation to the Project and (b) be maintained for at least 3 years after the latest completion of the Services or Work, or termination of the Contract, whichever is later.

14.1.8 Each Party shall endorse its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance policies to provide that the Joint Venture is an additional insured under its policies for that Party's interest in the Joint Venture. The other Party and, if required by the Contract, the Owner, shall also be included as an additional insured. Each Party's Professional Liability insurance policy shall, if necessary, be endorsed to include the liability of the insured arising out of the insured's interest in the Joint Venture.]

14.2 The policies and limits specified by Dallas ISD in the Contract represent the minimum coverage to be carried by each of the Parties hereunder. Notwithstanding the foregoing, if the Contract requires the Joint Venture and/or the Parties to maintain additional coverage and/or increased limits, the Parties shall be required to procure such additional insurance in accordance with the terms of the Contract.

14.3 Each Party hereby waives and shall obtain from all of its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance carriers a waiver of any rights of subrogation against each other Party and their directors, agents, employees, and assignees, with respect

to risks associated with the Services provided, Work performed, or both, pursuant to the Contract.

14.4 Unless noted otherwise or with the written approval of the Management Committee, the cost of any insurance required herein (including any deductibles and self-insured-retention amounts) shall be the responsibility of the Party procuring such coverage.

14.5 The Management Committee, in its discretion, shall be responsible for obtaining insurance for the Joint Venture for management risks such as Directors & Officers Liability, Fiduciary Liability, and any other insurance coverage deemed appropriate by the Management Committee, the cost of which shall be an expense of the Joint Venture.

14.6 Absent written approval from the Management Committee, all lower-tier subcontractors, whether retained directly by the Joint Venture or by a Party to the Joint Venture, shall be required to comply with the provisions of this Article 14.

Article 15: Assignment or Change in Control

15.1 Each Party is entering into this Agreement in reliance upon each other Party being and remaining a party to this Agreement. No Party to this Agreement shall, directly or indirectly, sell, assign, transfer, dispose of, pledge or hypothecate its rights, interest or obligations hereunder, or any part thereof, whether directly or by merger with or acquisition by another entity, in this Agreement, the Joint Venture, the Contract, or in any property or monies of the Joint Venture, except with the prior written consent of each other Party, and, if required by the Contract, with the prior written consent of the Owner. A "Change in Control" shall mean the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party.

15.2 No Party shall, without the written consent of each other Party, assign, transfer or sublet any claims, causes of action or rights against each other Party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement or the Contract as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under this Agreement or the Contract without the written consent of each other Party.

15.3 Any such attempted sell, assignment, transfer, disposal, pledge, hypothecation, or sublet without the written consent of each other Party shall be void and confer no rights upon any third person and shall constitute a default hereunder. The provisions of this Article shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the Parties.

Article 16: Disputes

16.1 The Parties shall attempt in an amicable manner to adjust and settle any disagreement that may arise between them under or in connection with this Agreement. Any controversy or claim arising out of or relating to this Agreement will first be referred in writing to the Management Committee for its decision.

16.2 In the event any dispute between the Parties is not resolved by the Management Committee, either Party may submit such dispute to the Chief Executive Officer of each Party. Submittal of the dispute shall be in writing and summarize in detail the dispute or contested issues. Upon receipt of the dispute, the receiving Party shall designate within ten (10) days a responsible executive with authority to negotiate a settlement or resolution of any dispute. The Parties designated responsible executives for all Parties shall convene within thirty (30) days of the submittal at such location as the Parties may agree. The responsible executives shall hear such dispute at a time, place, and under such procedural rules as they may specify, and shall act only by unanimous consent. It is the intention of the Parties that the responsible parties shall mutually resolve disputes without litigation. However, nothing herein shall be deemed to require any Party to exhaust this procedure prior to exercising whatever rights it might have at law or equity and any litigation shall be stayed pending exhaustion of this dispute resolution procedure. The Parties recognize the possibility of deadlock from elevating the dispute or controversy to the Chief Executive Officer but intend

that through this mechanism, disputes may be discussed and resolved without the need of litigation.

16.3 If the dispute is not resolved in accordance with Section 16.2 above, the Parties shall submit their disputes to mediation within seven (7) days thereafter or as soon thereafter as may be arranged with the mediator. The Parties shall mutually agree to one mediator. In the event they cannot mutually agree to such a mediator, the mediator shall be selected under the Construction Industry Rules of the American Arbitration Association, unless otherwise agreed between the Parties.

16.4 If mediation is unsuccessful in resolving all disputes between the Parties or the dispute cannot be settled by mediation within sixty (60) days, then the Parties agree to consider the use of binding arbitration to resolve their dispute in the following manner or either Party may file a claim in a court of competent jurisdiction with venue in Dallas County. In the event the Parties agree to resolve their dispute by means of binding arbitration, the Parties shall mutually agree to one arbitrator. In the event they cannot mutually agree to such an arbitrator, one arbitrator shall be selected in accordance with the Construction Industry Rules of the American Arbitration Association, unless otherwise agreed between the Parties. The arbitrator thus selected shall thereafter proceed to ascertain the facts relating to such dispute and to make a determination thereof; the determination of the arbitrator shall be final, binding and conclusive upon the Parties and enforceable at law in a court having jurisdiction over the Party against whom enforcement of the arbitrator's decision is sought to be enforced. The then-current Construction Industry Rules of the American Arbitration Association will be applied.

16.5 Notwithstanding the foregoing, if and to the extent that a dispute between the Parties relates to a claim, controversy or dispute involving the Owner and/or the Contract (such that in the interest of judicial economy and to avoid the possibility of inconsistent judgments, a single dispute resolution proceeding is warranted), then the Parties agree that the dispute resolution provisions in the Contract, if any, shall apply and take precedence over the provisions of this Article 16.

16.6 The Parties shall not allow any dispute to affect or threaten the progress and completion of the Services, Work, or both. Each Party shall remain responsible for the performance of its obligations under this Agreement and the Contract and shall continue to perform and prosecute the Services, Work, or both, as directed by the Project Manager during any dispute resolution process notwithstanding any such dispute.

Article 17: Distributions and Tax Allocations

17.1 Subject to the terms and conditions of this Agreement, including Articles 11 and 12, distributions may be made to the Parties during the term of this Agreement at such times, in such amounts, and subject to such conditions as the Management Committee may from time to time determine.

17.2 Should the Joint Venture make any advances or loans to either Party, then distributions to be made pursuant to Section 17.1 above shall be applied in repayment of such advances or loans, together with interest, until repaid in full, notwithstanding the fact that such advances or loans may not then be due and payable according to the terms of any instrument evidencing such advance or loan.

17.3 No distribution shall be made pursuant to this Agreement if the making of such distribution would create an event of default under any loan agreement, any mortgage, or other security instrument to which the Joint Venture is subject, or otherwise materially adversely affect the ability of the Joint Venture to perform its obligations under any other agreement to which the Joint Venture is subject. Any distribution pursuant to this Article, to the extent not permitted by the previous sentence, shall be deferred until such time as it will not create an event of default or materially adversely affect the ability of the Joint Venture to perform its obligations. If any such distribution can at any time only be made in part, it shall be made to the Parties in proportion to the amounts that would have been paid to them but for this Article 17.

17.4 Except as provided in Section 17.1 above, and except for distributions upon termination or withdrawal as provided herein, the Joint Venture shall make no further distributions.

17.5 Tax Allocations. All gross income, gains, losses, deductions, and credits of the Joint Venture, as

determined for US federal income tax purposes, shall be allocated for such purposes among the Parties in the same proportions as the corresponding items of revenue, gains, losses, and expenses are allocated pursuant to Article 5 above.

17.6 Designation of Tax Matters Partner/Partnership Representative

17.6.1. Designation. The Management Committee shall designated an individual as the Tax Matters Partner within the meaning of IRC §6231(a)(7) as in effect for taxable years beginning on or before December 31, 2017 and the Partnership Representative within the meaning of IRC §6223(a) as in effect for taxable years beginning after December 31, 2017 and shall act in any similar capacity under applicable state, local, or foreign law (in such capacity and hereinafter, the "Tax Matters Partner").

17.6.2. Elections. Except as otherwise expressly provided to the contrary in this Agreement, all tax elections, including federal, state, local, and foreign tax elections, shall be made by the Tax Matters Partner in its sole discretion. To the extent applicable, the Tax Matters Partner will make the small partnership election as described in IRC §6221(b) as in effect for taxable years beginning after December 31, 2017.

17.6.3. Expenses of Tax Matters Partner; Indemnification. The Tax Matters Partner shall be reimbursed for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages, incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Parties attributable to this Agreement. The payment of any and all such then-existing expenses shall be made before any distributions are made to each Party. Neither the Tax Matters Partner nor any Party shall have any obligation to provide funds for such purpose.

17.7 Requirement to Prepare and File Tax Return. The Tax Matters Partner shall cause the preparation and timely filing of all tax and information returns required to be filed pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Joint Venture does business. Copies of the returns, or pertinent information from the returns, shall be furnished to the Parties no later than two months before the extended due date of the Joint Venture's federal income tax return. The Tax Matters Partner will direct that any tax imposed upon the partnership be paid by the partnership to federal, state, city or other municipalities as required by law.

17.8 Capital Structure of Joint Venture

Names of Party	Percentage Interests	Capital Contribution
_____	___ %	$_____
_____	___%	$_____
_____	___%	$_____

17.9 Amounts Withheld. All amounts withheld pursuant to the Internal Revenue Code or any provision of any state, local, or foreign tax law with respect to any payment, distribution, or allocation to the Parties shall be treated as amounts paid or distributed, as the case may be, to the Parties. The Joint Venture is authorized to withhold from payments and distributions, or with respect to allocations to the Parties, and to pay over to any federal, state, local, or foreign government, any amounts required to be so withheld

pursuant to the Internal Revenue Code or any provisions of any other federal, state, local, or foreign law, and shall allocate any such amounts to the Parties with respect to which such amount was withheld and shall offset amounts otherwise distributable to such Party.

Article 18: Completion of Project, Division of Profit

Upon completion of the Project, after providing for and paying all costs disbursed or incurred for its performance, and all other costs and charges required by the Contract and ordinarily and usually charged as costs in performance of such a Contract, including payment of all claims not secured by insurance, or by providing proper reserves for any such claims, which shall have either been brought against the Parties or may be reasonably anticipated, and after providing adequate reserves for any other contingency, if any, that shall be determined by the Management Committee to be reasonably necessary; and after repaying all sums advanced by the Parties for working capital, any undistributed profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided between the Parties in accordance with their ratable proportion as determined under Articles 5, 7, and 12. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

Article 19: Successors and Assigns

Subject to the foregoing provisions herein contained, this Agreement shall inure to the benefit of, and be binding upon the Parties, their successors, trustees, permitted assigns, receivers, and legal representatives, but shall not inure to the benefit of any other person, firm or corporation.

Article 20: Entire Agreement

20.1 This Agreement constitutes the entire understanding and Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings or agreements of any kind, whether verbal or written.

20.2 This Agreement shall not be modified except by written amendment duly executed by authorized representatives of the Parties. Any such written amendments shall be forwarded to the district for review and approval. Each Party has had the opportunity to avail itself of legal advice and counsel. No Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

20.3 Failure of a Party to insist upon strict and punctual performance of any terms or conditions of this Agreement shall not be construed to constitute a waiver of, or estoppel against, any other Party later asserting the right to require such performance. Neither shall a waiver or estoppel in one instance constitute a waiver or estoppel with respect to a later default, whether similar or dissimilar in nature.

20.4 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Article 21: Confidential Information

21.1 Subject to any applicable requirements of the Contract, 1) information relating to this Agreement or the Contract which is gathered, exchanged, or otherwise obtained by the Parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for purposes in furtherance of this Agreement and the exercise of rights, obligations, duties, and privileges set forth herein; and 2) such information will not be disclosed to any third parties or to a Party's own personnel except where there is good faith need to know; provided however, that no Party shall be liable for any utilization or disclosure if the information falls into any of the following categories:

21.1.1. Information which at the time of disclosure is or thereafter becomes within the public

domain other than by reason of the disclosing Party's breach of this Agreement.

21.1.2. Information that prior to disclosure hereunder was already in the recipient's possession and was not the subject of any confidentiality obligation of the disclosing Party.

21.1.3. Information which, subsequent to disclosure hereunder, is obtained by the disclosing Party from a third party lawfully in possession of such information and which information is not subject to a confidentiality obligation.

21.2 For the purposes of this Agreement, specific information disclosed shall not be deemed to be in the public domain or in the prior possession of the disclosing Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the Party.

21.3 Nothing herein shall be construed as giving a Party any right, title, interest in, or ownership of information, or any portion thereof, that is now or is hereafter covered by any patent or license. The Parties' rights in respect thereof shall be subject to all rights of the patent owner and/or licensor.

21.4 A Party shall not be restricted in releasing information in response to a subpoena, court order, or similar legal process, but shall, if not restricted under a subpoena, court order, or similar legal process, promptly notify each other Party of the request or order for information before responding to same and provide each other Party with a copy thereof so that each other Party may take such action as it deems appropriate to protect its information.

21.5 Except as otherwise provided herein or in the Contract, engineering documents, drawings, and specifications prepared by a Party as part of the Services, Work, or both, shall be the property of the Party preparing same. A Party shall retain all right, title, and interest in its standard drawings and details, designs, specifications, databases, computer software and any other proprietary property ("Party Data"). To the extent the work product contains or requires the use of Party Data by any other Party, the owning Party hereby grants to the other Party(ies) a non-exclusive, non-transferrable and royalty free license to use such Party Data solely for the purposes for which the work product was developed under the Contract.

21.6 The confidentiality obligations provided in this Article 21 shall survive the termination or expiration of this Agreement and remain binding upon the Parties for two (2) years following the termination of this Agreement or completion of the Contract, whichever is later.

21.7 No news release, including photographs and films, public announcement, denial, or confirmation shall be made by a Party concerning the subject matter of this Agreement without first obtaining the consent of each other Party and, if applicable, the Owner.

Article 22: Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles.

Article 23: Miscellaneous

23.1 Records; Generally. Each Party agrees to keep accurate and complete cost, correspondence, and other records related to this Agreement. Each Party further agrees to make such records available to each other Party upon ten (10) calendar days' written notice. The joint venture parties agree to maintain records showing the subcontractor/supplier awards, subcontractor payment history, efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The joint venture parties agree to provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts.

23.2 Financial Records.

23.2.1 All financial records and proprietary or confidential information of each Party to which the Joint Venture or the other Party(ies) has/have access shall be held and retained by the Joint Venture and such other Party(ies) in strict confidence and not be disclosed without the prior written consent of the Party to whom such records or information belong.

23.3 Other Business Activities. During the term of this Joint Venture, each of the Parties may, and shall be free to, participate and engage in any other business activities, subject to any applicable organizational and personal conflict of interest rules or regulations. Nothing in this Agreement shall restrict, or be construed as a limitation of the powers or rights of any Party hereto to pursue other unrelated opportunities or Projects at the District or enter into other joint venture arrangements for its sole benefit independent of the solicitation the subject of this Agreement.

23.4 Notice. Any notice required or permitted to be given under this Agreement shall be deemed served if sent by registered mail, personal delivery, or other means whereby receipt is acknowledged to the following addresses or such other addresses as the Parties may designate:

For _____ _____
_____
Attention: _____
Telephone: _____

For _____: _____
_____
Attention: _____
Telephone: _____

For _____: _____
_____
Attention: _____
Telephone: _____

23.5 Waiver of Consequential Damages. No Party shall be liable to the other Parties for any special, indirect, punitive, exemplary, incidental, or consequential damages of any nature, including loss of actual or anticipated profits or revenues, loss of opportunity, loss by reason of shutdown, non-operation, increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers, regardless of whether due to or based upon contract, tort, negligence, or strict liability. The foregoing limitation of liability shall not apply to third party claims for which a Party is otherwise entitled to indemnity under this Agreement.

23.6 Nothing in this Agreement shall be deemed to create any right in anyone not a party and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of anyone not a party.

23.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

23.8. Recruitment of Employees. The Parties acknowledge the value of team performance and trust, both of which could be adversely impacted by movement of employees from one Party to another Party. Accordingly, the Parties agree that they will not initiate efforts aimed at hiring the other Parties personnel that are actively engaged in activities covered by this Agreement without prior consent of the other Party. Should an employee of one Party become an employee of another Party, that individual shall be barred from working on activities covered by the Agreement for a period of not less than twenty-four (24) months. The Management Committee may waive the 24-month period at its discretion. This section shall not restrict

the right of a Party to solicit generally in the media or other sources for required personnel nor prevent the hiring of an employee of one Party who independently seeks employment with another Party without personal solicitation by the other Party.

23.9 Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to each other Party, as of the Effective Date, as follows:

23.9.1 It is a duly organized and validly existing corporation in good standing under the laws of the state in which it is incorporated or formed; it is duly qualified to do business in each jurisdiction in which the nature of the business transacted by it requires such qualifications; it has all corporate powers as may be required to conduct its business and carry out the transactions contemplated hereby;

23.9.2 The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms;

23.9.3 It has, and at all times during the term hereof shall maintain, all governmental authorizations necessary to perform its obligations under this Agreement and the Contract; and

23.9.4 There is no action, suit, proceeding, claim, or dispute pending or, to its knowledge, threatened against or affecting it or its assets before any governmental body that is reasonably expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement or the Contract.

23.10 Marketing Efforts. The Parties acknowledge that marketing efforts related to the Contract need to be coordinated by and between the Parties. The Project Manager will be responsible for coordinating any such efforts. All marketing efforts directly associated with the Contract or this Agreement shall be coordinated through the Project Manager, who will decide whether a proposed Owner visit, or other marketing effort is necessary or appropriate.

23.11 Survival. The provisions of this Agreement which by their nature are intended to survive the termination or dissolution of the Joint Venture, including indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or dissolution.

Article 24: Compliance

24.1 Management Systems. Each Party shall use its own management systems to conduct and record its business for the Joint Venture. Such systems shall, at a minimum, include the following components: financial management, accounting, MWBE subcontractor payment tracking, procurement, property control, estimating, and contract administration. All management systems must comply with any applicable Contract requirements.

Article 25: Anti-Bribery and Anti-Corruption Laws

25.1 No Party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that:

25.1.1 is illegal under applicable law or regulation; or

25.1.2 would have the effect of causing the Joint Venture or the Parties or their respective subsidiaries or affiliates to be in violation of the applicable laws or regulations, including the U.S. Foreign Corrupt Practices Act or the UK Bribery Act, as applicable.

25.2 In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

25.2.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization, or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;

25.2.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official in order to:

25.2.2.1 influence any official act or decision, or;

25.2.2.2 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;

25.2.2.3 induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;

25.2.2.4 assist the joint venture or the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;

25.2.2.5 obtain or secure an unfair or improper advantage for the joint venture or the Parties in any respect.

25.3 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the joint venture or the Parties or in connection with the purpose of this Agreement or the contract with the Owner.

25.4 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

25.5 No Party shall subcontract any part of the Services nor retain or engage a consultant to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining the JV Management Committee's prior written consent. The Joint Venture Management Committee shall have the right, in accordance with this Agreement, to reject a request to engage or retain any such consultant.

25.6 The Parties hereby covenant that neither they nor any of their respective officers, directors, agents or representatives or employees assigned to the Project an employee of the Owner or any governing body having jurisdiction over the Project. The Parties further covenant that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this JV Agreement. The Parties agrees to notify the Joint Venture Management Committee immediately of any changes to this covenant.

25.7 In no case shall any Party be obligated to take any action or make any payment to any other Party or anyone else that would cause the Joint Venture or the Parties to suffer a penalty or contravene applicable laws or regulations, including the laws of the territories in which work will be performed and those of the United States.

25.8 Notwithstanding any other provisions of this Agreement, if any Party breaches any of the covenants contained in this section, the other Parties shall have the right to immediately terminate this Agreement without penalty. In such instance, the breaching Party shall indemnify the other Parties and the Joint Venture for any penalties, losses, and expenses resulting from such breach of the provisions of this section.

25.9 Each Party agrees to promptly notify the Management Committee and the other Parties in the event it becomes aware of or discloses any potential violation of Anti-Bribery Laws in connection with this Agreement. In addition, a Party shall be in default of this Agreement if such Party is (i) found to have violated Anti-Bribery Laws by a governmental body empowered to make such a finding, or (ii) the subject of a governmental investigation involving violations of Anti-Bribery Laws in connection with this Agreement and the other Parties (that are not a target of such investigation), in their reasonable discretion, believe that the on-going investigation materially impairs the ability of the Joint Venture to provide the Services, perform the Work, or both, and/or complete the Contract.

[SIGNATURES ON THE FOLLOWING PAGE]

NOTARY REQUIRED

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives, in duplicate counterparts, each having the same effect, as of the date and year first above written.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Scope of Services

Identify the distinct, clearly defined portion of the work provided by each M/WBE joint venture partner. The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Describe the portion of the work or elements controlled by the M/WBE joint venture partner. Provide the estimated value of those services commensurate with the percentage ownership interest.

(1) General Description of Work to be Performed by the Joint Venture:

(2) Division of Work and Allocation of Responsibilities:

EXHIBIT B

Project Management Staffing Plan

Provide a staffing plan to be determined per the established participation percentages. Provide information relating to the approximate number of employees that will be required to perform the scope of work. Specify the number of employees to be provided by the M/WBE joint venture partner(s), titles, resumes and job responsibilities.

EXHIBIT C

Letter from Financial Institution or Bonding Surety Company

6.3 Provide documentation to substantiate the financial strength or bonding capacity of each M/WBE joint venture partner(s). This document should be commensurate of each M/WBE joint venture partner(s) percentage split. *Or* Provide an Up-Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all Parties associated with the SAA Form #1.

DALLAS INDEPENDENT SCHOOL DISTRICT | Small Business Office

COVERSHEET

COMPETITIVE SEALED PROPOSALS (CSP)

SMALL BUSINESS ENTERPRISE COMPLIANCE GUIDELINES AND FORMS FOR CONSTRUCTION

The information provided in these forms will be used in the Small Business Office (SBO) evaluation process. All respondents must complete, sign, and return the Small Business Enterprise (SBE) Compliance Guidelines and Forms with their submission. These forms carry an evaluation value of up to 20 percentage points. Incomplete, unsigned, undated, or unreturned forms will result in a score of zero for the SBE component. To ensure your responses are clear. We recommend using the fillable forms at www.dallasisd.org/sboforms. Handwritten responses are accepted. Please print legibly with a pen.

BID INFORMATION

Org. # :

CSP # :

Bid Total $:

School Name :

Bid/CSP Title :

COMPANY INFORMATION

Company Name :

Tax ID # :

Address :

City :

State:

Zip Code:

AUTHORIZED AGENT

The individual who has legal authority to enter into a binding contract with Dallas ISD on behalf of the company.

Name :

Title :

Phone :

Email Address :

AUTHORIZED AGENT'S REQUIRED SIGNATURE AND DATE

Required Signature. The authorized agent confirms that they have read and understand the SBE Compliance Guidelines and Forms, and that the information provided is true and accurate to the best of their knowledge.

Signature :

Date :

Failure to complete, sign, date, and return these forms will result in a zero numerical SBE score.

Small Business Enterprise Program

It is the district's goal to foster the participation of small business enterprises in all facets of the district's contracting and purchasing activities. The district's aspirational small business enterprise (SBE) goal is 30% of the total dollar value of all district contracts for goods, services, and construction. For bond-funded contracts, the district's aspirational SBE goal for construction is 30% and 35% for professional services.

Pursuant to Section 3 of the Small Business Act and Small Business Administration Regulations (13 CFR Part 121), a small business enterprise is defined as a for-profit business that is independently owned and operated and meets the size standards set by the U.S. Small Business Administration (SBA).

For more details, including SBA size standards, please visit the Small Business Office website: www.dallasisd.org/sbo.

SECTION 1. | SMALL BUSINESS CERTIFICATION INFORMATION

Is your company certified as a ☐ 8(a) Certification ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB) ☐ Small Business Enterprise (SBE) ☐ Veteran-Owned Small Business (VOSB) ☐ Woman-Owned Small Business (WOSB) by one of the Dallas ISD approved certification agencies listed below?

☐ No

☐ Yes, *if yes, please provide the information below and attach a copy of your certificate.*

Certification Agency	
Certification Number	
Certification Expiration Date	
Did You Attach Your Certificate?	☐ Yes ☐ No

Approved Certifications:

- 8(a) Certification
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business Enterprise (SBE)
- Veteran-Owned Small Business (VOSB)
- Woman-Owned Small Business (WOSB)

Approved Certification Agencies:

- Cherokee Tribal Employment Rights Office
- Chickasaw Nation
- Choctaw Nation of Oklahoma
- City of Austin
- City of Houston
- Corpus Christi Regional Transportation Authority
- Dallas/Fort Worth Business Council
- Muscogee Nation
- National Supplier Development Council
- North Central Texas Regional Certification Agency
- Small Business Administration
- South Central Texas Regional Certification Agency
- Texas Department of Transportation
- Texas Comptroller of Public Accounts
- Women's Business Council Southwest
- Women's Business Enterprise National Council

SECTION 2. | SMALL BUSINESS OFFICE SCORING CRITERIA

The scoring criteria provides guidance on how your submission will be evaluated by the Small Business Office (SBO). Scores are based on the information provided in the compliance guidelines and forms. All master agreements must be signed by all parties and notarized.

A.	**SBE Enhancements and Capacity Building**	**Up to 3 Points**

The proposer demonstrates commitment to the district's Small Business Enterprise (SBE) Program by implementing processes and initiatives that support and build SBE capacity. Responses should describe current strategies and activities that promote SBE growth, development, and long-term participation in district contracts, with supporting documentation provided. Examples may include, but are not limited to:

- Expedited payments to SBEs to support cash flow
- Business development programs, such as coaching, mentoring, or mentor-protégé partnerships
- Early release of retainage to assist SBEs with project sustainability
- Expanding opportunities for certified subcontractors, particularly firms that have not conducted business with the district within the past five (5) years
- Outreach activities designed to strengthen SBE engagement, such as workshops, trainings, networking sessions, or one-on-one consultations

B.	**SBE References**	**Up to 2 Points**

The proposer has provided a list of two (2) SBE subcontractor references (*not required to be certified*) that have previously performed work for them. Please provide the most current information. Only two (2) attempts will be made to contact each reference. Section 5, Page 4

C.	**Certified SBE | Joint Venture /Prime Subcontractor Teaming Agreement**	**Up to 5 Points**

- The proposer is a certified SBE (Section 1, Page 2); **or**
- The proposer has submitted a signed, dated & notarized Dallas ISD Master Joint Venture Agreement **or** Dallas ISD Master Prime Subcontractor Teaming Agreement with a certified SBE

D.	**SBE Subcontractor Utilization**	**Up to 5 Points**

- Proposer has provided a list of certified SBE subcontractors, subconsultants, or suppliers that will be utilized to meet or exceed the district's aspirational SBE goal of 30% for goods, services and construction. Section 7, Page 5 **or**
- Good Faith Effort. Proposer has demonstrated a bona fide good faith effort to engage certified SBEs toward the 30% aspirational goal. Section 10, Page 7

Note: A Change of Subcontractor Form may be found at www.dallasisd.org/sboforms

E.	**SBE Participation Plan**	**Up to 5 Points**

Proposers intending to utilize SBE-certified subcontractors to meet the district's Small Business Enterprise participation goals may submit a detailed SBE Participation Plan. This plan should demonstrate your company's commitment to meaningful utilization of SBEs and provide clear procedures for oversight, compliance, and accountability.

The plan should address how you will implement the following:

- Engage and collaborate with your proposed SBE-certified subcontractors
- Identify the individual responsible for SBE compliance and oversight
- Ensure that all proposed subcontractors are utilized as committed
- Meet or exceed your proposed SBE commitment
- Obtain approval from the Small Business Office prior to making any changes.
- Submit proof of certified SBE subcontractor payments monthly in B2G Compliance Audit Summary

Note: A Change of Subcontractor Form may be found at www.dallasisd.org/sboforms

Total Possible Points	**Up to 20 Points**

SECTION 3. | JOINT VENTURE

Are you bidding as a Joint Venture (JV)?

☐ Yes [Visit www.dallasisd.org/sboforms for instructions on how to bid as a Joint Venture for CSP].
The Dallas ISD Master Joint Venture Agreement must be signed, dated, notarized, and attached with your response.

☐ No

SECTION 4. | PRIME-SUBCONTRACTOR TEAM

Are you bidding as a Prime-Subcontractor Team?

☐ Yes [Visit www.dallasisd.org/sboforms for instructions on how to bid as a Prime-Subcontractor Team for CSP].
The Dallas ISD Master Prime-Subcontractor Teaming Agreement must be signed, dated, notarized, and attached with your response.

☐ No

SECTION 5. | SBE REFERENCES

List two (2) small business enterprise subcontractors *(not required to be certified)* that have performed work for your company. *Provide the most current information. Only two (2) attempts will be made to contact your references.*

Company Name	
Contact Person	
Email	
Phone Number	
Project Name	

Company Name	
Contact Person	
Email	
Phone Number	
Project Name	

SECTION 6. | MENTOR PROTEGE

Does your company participate in a Mentor Protégé Program as a mentor to an SBE company?

☐ Yes [If yes, attach a signed, dated, notarized copy of the Mentor Protégé Agreement, notarized minutes, and any supporting documents. It is the responsibility of the mentor to create and provide the agreement.
The Mentor Protégé Agreement must be attached with your response.]

☐ No

SECTION 7. | SUBCONTRACTOR UTILIZATION

Will you utilize any subcontractors, subconsultants or suppliers as part of this bid/proposal?

☐ Yes [Complete Sections 8 and 9]

☐ No

SECTION 8. | SUBCONTRACTOR COMPLIANCE REPORTING

The Small Business Office utilizes B2G Now, a Contract Compliance System, to monitor monthly compliance reporting. Please identify the individual responsible for entering and maintaining subcontractor payment information in the B2G Now system and who is knowledgeable about Small Business Enterprise (SBE) utilization for this project.

Contact Person:	
Title:	
Email:	
Phone:	

SECTION 9. | SUBCONTRACTOR LISTING

List all subcontractors, suppliers, subconsultants, or sole proprietors that will be utilized in this bid/proposal. Attach a copy of the current certification for each certified subcontractor.

Only certified small business enterprises (SBE) subcontractors, suppliers, subconsultants, or sole proprietors will be counted towards the small business enterprise goals.

Need to include more subcontractors? You may make copies of Page 6 or complete a Subcontractor Utilization Listing Form, available at www.dallasisd.org/sboforms

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City				State		Zip	
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ OSB ☐ WOSB			Certified SBE	☐ Yes ☐ No		
Certification Agency				Certification #			
Scope of Work							
Contract Amount	$				SBE %	%	

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Failure to complete, sign, date and return these forms will result in a zero numerical SBE score.

SECTION 10. | GOOD FAITH EFFORT

Vendors are not required to submit Good Faith Effort documentation if certified SBE subcontractors are listed in Section 9, Pages 5–6 of these forms.

The Good Faith Effort (GFE) Program provides an opportunity for prime vendors who plan to use only non-certified SBE subcontractors to demonstrate their collaborative efforts to engage and include Small Business Enterprises (SBEs) in the project.

To qualify, the vendor must show that a reasonable and comprehensive effort was made to identify, solicit, and engage qualified SBE subcontractors. The submission should include sufficient documentation supporting these efforts, such as outreach records, communications, or other engagement activities.

The GFE criteria allows Dallas ISD to determine whether a prime vendor has made a bona fide good faith effort to meet SBE aspirational goals. Vendors who do not demonstrate a good faith effort may forfeit up to 5 points, as outlined in Scoring Criteria Section D, Page 3 of the SBE forms.

For additional explanation view the Good Faith Elements and Required Documentation form by visiting www.dallasisd.org/sboforms.

The good faith elements and point assignments are:

Good Faith Element	**Points**
Advertising and marketing opportunities to SBEs	5 Points
Providing outreach opportunity to identify qualified SBEs	15 Points
Participating in the pre-bid meeting to engage potential SBE subcontractors	5 Points
Providing timely written notice to qualified SBEs at least two weeks before bid opening	30 Points
Providing sufficient time for SBEs to prepare and submit competitive bids	10 Points
Soliciting work scopes that are feasible for SBEs to perform	10 Points
Negotiating in good faith with qualified SBEs	15 Points
Offering help with financing, bonding, insurance, certification, or mentoring to SBEs	10 Points
Total	**100 Points**

SECTION 11. | ONLINE RESOURCES

The following forms and information can be found by visiting www.dallasisd.org/sboforms

- Certified SBE Listing Request Form
- Change of Subcontractor Form
- Dallas ISD Master Joint Venture Agreement
- Dallas ISD Master Prime-Subcontractor Teaming Agreement
- Frequently Asked Questions (FAQ)
- Good Faith Effort Explanation and Required Documentation
- Instructions on Completing the SBE Forms
- Letter of Intent to Subcontract Form *(to be submitted after contract is awarded)*
- Pay Activity Report (PAR) *(to be submitted after contract is awarded)*
- SBE Compliance Guidelines and Forms for Goods and Services - Fillable
- Subcontractor Utilization Listing Form (Section 8)

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A101

DRAFT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the XX day of XXXXX in the year 20XX
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, , address and other information)

The Dallas Independent School District, a political subdivision of the State of Texas
Dallas, Texas
9400 North Central Expressway
Dallas, Texas 75231

and the Contractor:
(Name, , address and other information)

<<GC Company Name>>
<<GC Address>>
<<GC City/State/Zip>>
(###) ###-#### Phone

The Work, unless otherwise expressly stated, shall be considered as a single project (whether one or more campuses or facilities) and is generally described as follows:(Name and location)

<<BP# XXX:>>
<<ORG #XXX XX Elementary School>>
<<ORG Address>>
<<Dallas, Texas 75XXX>>

The Architect is:
(Name, address and other information)

<<A/E Company Name>>
<<A/E Address>>
<<A/E City/State/Zip>>
(###) ###-#### Phone

The Program Manager is:
(Name, address and other information)
<<Insert PMF Company Name>>
3801 Herschel Avenue
Dallas, TX 75219

The Owner and Contractor agree as follows.

Version 3/25/2022 FINAL

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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement between Owner and Contractor, A101-2017, as amended (hereinafter the "Agreement"); Conditions of the Contract, as amended (General, Supplementary, and other Conditions, including but not limited to A201-2017, as amended); Contractor's proof of Payment and Performance Bonds and proof of insurance; all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to receipt of bids or proposals; other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The Contract Documents form the Contract for Construction (the "Contract"), and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated written agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other thanModifications, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. This Agreement may not be amended or revised except by written agreement signed by the Owner and Contractor.

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: *(insert name and title of designee)* _____, or other Board designee.

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§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

ARTICLE 2 THE WORK OF THIS CONTRACT

Unless otherwise provided in these Contract Documents, the Contractor shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« X »] A date set forth in a notice to proceed issued by the Owner.

The Agreement, including Conditions of the Contract, as well as all other Contract Documents that require signature of the Parties, including the A201-2017, as amended, must be signed first by the Contractor's representative. The Contractor shall have five days from receipt of the documents requiring signature from the Owner to sign the Agreement and all other Contracts requiring signature to return to the Owner the signed documents along with proof of insurance and the Payment and Performance bonds. Once Owner has approved of the Contracts and the proof of insurance and the Payment and Performance bonds, Owner shall sign the Agreement and all other Contract Documents requiring signature of the parties. When Owner has signed and approved all required documents, District shall issue a Notice to Proceed to Contractor.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

»

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Worknot later than the Substantial Completion Date. The period for reaching the Substantial Completion Date shall begin to run from the Commencement Date and shall not include the Commencement Date. For additions and renovations the Substantial Calculation Date shall be established with the number of calendar days required to substantially complete the work, unless otherwise provided. For new schools the Substantial Completion Date shall be a specific date, unless otherwise provided.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents,

Portion of Work	Substantial Completion Date
Full	<<NTP + X CALENDAR DAYS>>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 Subject to additions and deletions and other provisions in the Contract Documents, the Owner agrees to pay the Contractor for the Contractor's performance of the contract the following amount for construction and completion of the Work: **XXXXX DOLLARS AND XX CENTS** ($ 0.00).

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§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
See Exhibit "A" attached	

§ 4.2.2 [Paragraph Deleted].

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
See Exhibit "C" attached	

§ 4.3.1 Owner Controlled Contingency Allowance:
All construction contracts shall contain a contingency allowance. The Owner Controlled Contingency Allowance is to be used only for expenditures which do not require a Change Order. The Owner Controlled Contingency Allowance may be used to pay for changes in the Work, including but not limited to those resulting from hidden or unforeseen conditions. The Owner Controlled Contingency Allowance may be used to pay claims. Use of the Owner Controlled Contingency Allowance must be authorized in advance by the Superintendent of Schools or designee.
XXXXX DOLLARS AND XX CENTS ($ 0.00).

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
See Exhibit "B" attached		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)« **§ 4.5.1 Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to

XXXXX DOLLARS AND XX CENTS ($ 0.00) **/ Day)**

per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2. Final Completion. Timely final completion is an essential condition of this contract. Contractor agrees to achieve final completion of the Work within 60 days of the designated or extended substantial completion date. Final completion means actual completion of the Work, including any extras or Change Orders reasonably required

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or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as **Exhibit "D"**.

»

§ 4.6 Other Allowances, if any, are as follows:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

See Exhibit "C" attached

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month.

« »

§ 5.1.3 The Contractor shall concurrently submit monthly Applications for Payment to the Architect and Program Manager on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager approve the application, then Architect shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and approved by the Program Manager and Owner to the Contractor within _____ (_30__) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect and Program Manager may require. This schedule of values, unless objected to by the Architect and Program Manager,shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, as amended, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values; and

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect and Program Manager has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as amended;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as amended, or amounts certified by the Architect and disputed by the Owner; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«_Five Percent (__5__%) »

If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time. If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.1.7.1.1 [Paragraph Deleted.]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«NONE. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

§ 5.1.8 [Paragraph Deleted.]

§ 5.1.9 Except with the Owner's prior written approval, ~~or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017,~~ the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201–2017 as amended, and to satisfy other requirements, if any, which extend beyond final payment;

.2

.3 a final Certificate for Payment has been issued by the Architect and approved by the Program Manager; and

4. Dallas ISD Board of Trustees has voted to accept the Work and approve the Final Payment.

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§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Dallas ISD Board of Trustees' vote approving Final Payment.

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest pursuant to Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1
All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201~~2017~~, as amended.

§ 6.2 [Paragraph Deleted]

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA DocumentA201-2017 as amended.

§ 7.1.1 [Paragraph Deleted]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201- 2017 as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative is the Superintendent of Schools or the Superintendent's designee:
(Name, address, and other information)

<<Insert DPM Name>>
Dallas Independent School District
3801 Herschel Avenue
Dallas, Texas 75219
(###) ###-#### (Phone)
<<Email: XXXXXXX @dallasisd.org>>

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

<<GC Representative Name>>
<<GC Representative Title>>
<<GC Company Name>>
<<GC Address>>
<<GC City/State/Zip>>
(###) ###-#### (Phone)
<<Email: XXXX@XXX>>

§ 8.4 The Contractor's representative may not be changed without written consent of the District, which shall not be unreasonably withheld.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201™–2017 as amended, ~~Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A~~ A201™–2017 as amended, and elsewhere in the Contract Documents.

§ 8.6 [Paragraph Deleted]

« »

§ 8.7 Other provisions:

«**§ 8.7.1** This Agreement, in its entirety, is deemed performable in Dallas County, Texas. Any litigation to construe or enforce any term or condition of the Contract Documents shall be brought in the State Courts of Dallas County, Texas. In the event of such litigation, the prevailing party shall be entitled to recover reasonable attorney fees and cost of court.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder

§ 8.7.4 Articles 1.5 and 1.6 of AIA Document A201-2017 as amended shall govern Contractor's use of the Construction Documents

§ 8.7.5 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification badges on the front of their persons during all times that they are on Owner's property. Such identification badges shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

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§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), the Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;

.2 The special shoring requirements, if any, of the Owner; and

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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 authorized by law.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract.

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract »

§ 8.7.21 All sums due hereunder are payable in Dallas, Dallas County, Texas.

§ 8.7.22 This Agreement, in its entirety, shall be binding on all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.23 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 ~~AIA Document A101™–2017,~~ This executed 2017 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101™–2017, as amended.

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

.3 ~~AIA Document A201™–2017,~~ The General and Supplementary Conditions are the 2017 edition of the General Conditions of the Contract for Construction, AIA Document A201™–2017, as amended and attached to this Agreement.

« »

.5 Drawings are as follows and are dated MMMMM DD, 20YY unless a different date is shown below:

See Exhibit "F" attached

~~Number~~	~~Title~~	~~Date~~

.6 Specifications are those contained in the Project Manual dated as in subparagraph 9.1.8, and are as follows:

See Exhibit "E" attached

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

.7 Addenda, if any:

Number	Date	Pages
Addendum #1 with associated attachments	MMMM DD, 20YY	1 through XX
Addendum #2 with associated attachments	MMMM DD, 20YY	1 through XX
Addendum #3 with associated attachments	MMMM DD, 20YY	1 through XX

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract are those contained in the Project Manual dated:

Document	Title	Date	Pages
Project Manual	Volumes X & X of X	MMMM DD, 20YY	1 through XX

.9 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document ~~A201™–2017~~ A201™–2017 as amended provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of the Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See Exhibit "G" attached

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201™–2017 as amended.

This Agreement is entered into as of the day and year first written ~~above.~~ above and shall be executed by the parties in one original document. The original document shall be retained by the Owner. One copy of the original shall be provided to the Contractor and one copy shall be provided to the Program Manager.

DALLAS INDEPENDENT SCHOOL DISTRICT	**<INSERT CONTRACTOR LEGAL NAME>**
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
<<Insert DISD Signer Name & Title>>	<<Insert GC's Signer Name & Title>>
(Printed name and title)	*(Printed name and title)*

Approved As To Form:

_____

DALLAS ISD LEGAL COUNSEL(*Signature*)_____Date____

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AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « 2022 »
(In words, indicate day, month and year.)

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

« »
« »

THE OWNER:
(Name, legal status and address)

«Dallas Independent School District, a political subdivision of the State of Texas »
«9400 North Central Expressway »
«Dallas, Texas 75231 »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

Version 10/27/2022

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.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Contractor shall provide builder's risk insurance as required in A.3.3.2.1.

§ A.2.3.1.1 -

*(**NOT USED** Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
«N/A »	

§ A.2.3.1.2

*(**NOT USED** Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
«N/A »	

§ A.2.3.1.3

§ A.2.3.1.4

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. 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 insurance under Section A.3.3.2.1 have consented in writing to continuance or replacement 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.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4

*(**NOT USED** Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[« »] **§ A.2.4.1**

« »

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[« »] **§ A.2.4.2**

« »

[« »] **§ A.2.4.3**

« »

[« »] **§ A.2.4.4**

« »

[« »] **§ A.2.4.5**

« »

[« »] **§ A.2.4.6**

« »

[« »] **§ A.2.4.7**

« »

§ A.2.5 Other Optional Insurance.

The Owner may purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	**Limits**
« »	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on all of Contractor's insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the AIA A201-2017 General Conditions as amended for the Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of

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coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy. Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deducible shall not exceed $2,500 for 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 $5,000.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, to be endorsed to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds 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 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them maybe liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. *(See also the insurance requirements included in Article 11 of the AIA A201-2017 General Conditions as amended for this Project).* The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

*(**DO NOT USE** If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

The insurance required by this Section shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below.

*(NOTE: Amounts of insurance coverage have been left blank so that Districts can enter the appropriate amounts for their Projects. **DO NOT LEAVE ANY BLANK UNFILLED IF THAT COVERAGE IS REQUIRED OR CHOSEN FOR THE PROJECT**. If a particular coverage will not be used for the Project, delete the unused section. If the District has questions on the appropriate amounts or types of coverage, it is strongly suggested that the District contact its legal counsel and insurance agent.)*

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars and no/100» ($ « 1,000,000 ») each occurrence, « Two Million Dollars and no/100 » ($ « 2,000,000 ») general aggregate, and « Two Million Dollars and no/100 » ($ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a sublimit not less than $5,000 for medical expenses per person for bodily injury, included within the limits noted above;

.2 personal injury and advertising injury with a limit not less than $1,000,000, $2,000,000 aggregate;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner;

.5 the Contractor's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and

.6 General Aggregate per Project endorsement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 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 of the General Conditions 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.

A.3.2.2.3 Coverage will include:

Independent Contractors
Premise operations
Defense costs in addition to the limits
X, C, and U coverage
Broad form property damage including products/completed operations.

Contractual Liability sufficient to cover indemnity requirements in Section 3.18.1, subject to, policy terms and conditions

Contractor's Professional Liability endorsement CG 22 79 or equivalent (policy shall not contain a professional liability exclusion for "means and methods")

Additional insured, primary and non-contributing

If the additional insured endorsement maintained by the Contractor does not include completed operations coverage then the Contractor must purchase this coverage using form CG-20-37 (latest edition) or an equivalent form providing additional insureds with coverage for "completed operations".

Waiver of subrogation in favor of Owner, Program Manager and Architect

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A standard ISO CGL 2001 occurrence coverage form or equivalent
No modification or restriction of the standard ISO CGL coverage form Paragraph I – "damage to your work" exclusion. The "subcontractor exception" will not be removed via CG 22 94.
If there is work within fifty (50) feet of a railroad, endorse with CG 2417.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Contractor, with policy limits of not less than « » ($ « ») than those stated below per accident, 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. (*Note: Texas statutory minimum for school districts is $100,000 per person, $300,000 per occurrence, and $100,000 property damage.)* Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.

.1	Bodily Injury (per person)	$300,000
.2	Bodily Injury (per accident)	$300,000
.3	Property Damage	$300,000

Business Automobile Liability (including owned, non-owned, hired, or borrowed vehicles);

Combined single limit $300,000

Coverage will include:
Contractual Liability
Additional insured, primary and non-contributing
Waiver of subrogation in favor of Owner, Program manager, and Architect
Pollution liability which includes upset, overturn, and collision
Motor Carrier Act Endorsement (MCS 90), if applicable.

§ A.3.2.4 The Contractor may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

A.3.2.4.1 Umbrella Excess Liability coverages shall be in at least the following amounts:

.1	$	each occurrence
.2	$	aggregate
.3	Aggregate Per Project Endorsement	

Limits as follows:

If Contract Sum is $1,000,000 or less
$1,000,000 each occurrence and $2,000,000 annual aggregate

If Contract Sum is greater than $1,000,000 up to $5,000,000
$5,000,000 each occurrence and annual aggregate

If Contract Sum is greater than $5,000,000 up to $10,000,000
$10,000,000 each occurrence and annual aggregate

If Contract Sum is greater than $10,000,000 to $25,000,000
$25,000,000 each occurrence and annual aggregate

If Contract Sum is greater than $25,000,000
$50,000,000 each occurrence and annual aggregate

Coverage will include:
Occurrence based form

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Follow form of the primary coverage (commercial general liability, employer's liability, auto liability) except for per project aggregate
Pay on behalf wording
Completed Operations
Waiver of subrogation to follow form of the primary
Additional insured to follow form of the primary
Annual aggregate limit
A drop down feature

§ A.3.2.5 Workers' Compensation .

.1	State:	Statutory Benefits
.2	Employer's Liability	$500,000 per accident $500,000 disease, policy limit $ 500,000 disease, each employee

Coverage will include:

Waiver of subrogation in favor of Owner, Program Manager and Architect
Alternate Employers Endorsement, if applicable
Voluntary Compensation endorsement
All States coverage on an "if any" basis

A.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory worker's compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

A.3.2.5.1.1 Duration of the Project include 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.

A.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include 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 has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

A.3.2.5.1.3 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

A.3.2.5.1.4 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 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

A.3.2.5.1.6 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.

A.3.2.5.1.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

.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

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.2 No later than seven 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.

A.3.2.5.1.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

A.3.2.5.1.9 The Contractor shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

A.3.2.5.1.10 The Contractor shall post on each Project site a notice, in the text form and manner prescribed by the TDI, 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.

A.3.2.5.1.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the stator requirements of Texas Labor Code 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 who it contracts, and provide to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and
.2 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 year thereafter;

.6 Notify the Owner in writing by certified mail or persona 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 items 1 - 6, with the certificates of coverage to be provided to the person for whom they are providing services.

A.3.2.5.1.12 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 worker's 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 TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

A.3.2.5.1.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that 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.

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A.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ A.3.2.6 Employers' Liability with policy limits not less than « Five Hundred Thousand Dollars and no/100» ($ « 500,000 ») each accident, « Five Hundred Thousand Dollars and no/100 » ($ « 500,000 ») each employee, and « Five Hundred Thousand Dollars and no/100» ($ « 500,000») policy limit.

§ A.3.2.7

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars and no/100 » ($ « 1,000,000 ») per claim and « One MIllion Dollars and no/100 » ($ « 1,000,000 ») in the aggregate. Contractor's Professional Liability, if applicable:

If the Work performed by the Contractor or its subcontractors will include some responsibility for design, the Contractor will purchase or cause to be purchased and maintained a professional liability policy. The limits of coverage will not be less than:

Coverage will include:

A waiver of subrogation in favor of Owner, Program Manager and Architect
A retroactive date that is the earlier of the start of design or the Work
Coverage for negligent acts, errors or omissions arising out of design or engineering services
An extended reporting period of 5 years after final completion

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « Three Million Dollars and no/100 » ($ « 3,000,000 ») per claim and « Three Million Dollars and no/100 » ($ « 3,000,000 ») in the aggregate

Contractors Pollution Liability, if applicable Contractor will purchase a policy covering third-party bodily injury, property damage, and loss of use claims, including clean-up costs, as a result of pollution conditions arising from contractor's operations and completed operations. Completed operations coverage will remain in effect through annual renewal for no less than 5 years after final completion of the Work. The limits of coverage will be not less than:

Coverage will include:

Mold and other fungi and bacteria
No exclusion for EIFS, if applicable
Additional insured, primary and non-contributing
A waiver of subrogation in favor of Owner, Program Manager and Architect
A retroactive date no later than the start of the Work, if applicable.
Occurrence form, if available.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « Four Million Dollars and no/100 » ($ « 4,000,000 ») per claim and « Four Million Dollars and no/100 » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 « » ($ « ») « » ($ « »)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « Ten Million Dollars and no/100 » ($ « 10,000,000 ») per claim and « Ten Million Dollars and no/100 » ($ « 10,000,000 ») in the aggregate.

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§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« X »] **§ A.3.3.2.1** Builder's Risk Property insurance in the amount of the Contract Sum which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. The Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(DO NOT USE) *Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

.1 Builder's Risk. Unless otherwise provided, Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas, a property insurance written on 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, including boiler and machinery insurance, Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site, and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Such coverage shall be primary coverage.

.2 Causes of Loss. The insurance required by this Section A.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

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(*Indicate below the cause of loss and any applicable sub-limit.*)

.3 Causes of Loss Sub-Limit. Specific Required Coverages. The insurance required by this Section A.3.3.2.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition, occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (*Indicate below type of coverage and any applicable sub-limit for specific required coverages.*)

.4 Adjustment of Loss. The Owner, as a fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insured, regardless of the purchaser of the insurance policy. The Contractor, upon receipt of proceeds, shall as fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit, in a separate account, proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceeds from the Owner.

.5 Occupancy or Use Prior to Substantial Completion. 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 insurance under Section A.3.3.2.1 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.

.6 Employee Theft or Dishonesty. If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.

.7 Cancellation. The insurance policies required by this Section A.3.3.2 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section A.3.1.1.

.8 Construction Manager at Risk. If Contractor is a Construction Manager at Risk. Then, as specified in each AIA A133 Exhibit A Amendment, the amount of Builder's Risk insurance coverage shall be an amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.

.9 Deductibles. For any claim made against the builder's risk insurance, the deductible shall not exceed $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 $5,000. Contractor shall be responsible for losses within such deductible amounts.

« »

[« »] **§ A.3.3.2.2** « » ($ « ») « » ($ « »)

[« »] **§ A.3.3.2.3** « » ($ « ») « » ($ « »)

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the

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construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5**

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**
« »	

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, subject to the requirements of A201-2017, Article 11.1.2.1, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	«$ or 100% of the Contract Sum as amended
Performance Bond	$ or 100% of the Contract Sum as amended»

The form of Payment and Performance Bonds shall be subject to the requirements of Texas law, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« See A201-2017, Article 11 »

This Agreement entered into as of the day and year first written above.

_____	_____
OWNER	CONTRACTOR
Dallas Independent School District	

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GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

A201

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

BP# XXX: ORG #XXX XX Elementary School
School Address
Dallas, Texas 75XXX

THE OWNER:
(Name, legal status and address)

The Dallas Independent School District, a political subdivision of the State of Texas
9400 North Central Expressway
Dallas, Texas 75231

THE PROGRAM MANAGER:
(Name, legal status and address)

PMF Name
PMF Address
PMF City/State/Zip
«»«»
«»

THE ARCHITECT:
(Name, legal status and address)

A/E Name
A/E Address
A/E City/State/Zip

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT ADMINISTRATION OF THE CONTRACT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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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

Version 10/27/2022

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of the Contract between Owner and Contractor, A101- 2017, as amended, OR the Contract between the Owner and Construction Manager at Risk A133-2019, as amended, and the A133-2019 Exhibit A (hereinafter the ~~Agreement~~Contract); Conditions of the Contract as amended (General, Supplementary and other Conditions, including but not limited to A201-2017, as amended); Contractor's proof of Payment and Performance Bonds and proof of insurance, ~~are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual and Construction Documents (as defined in Section 1.1.3 below) including~~ Drawings, Specifications, and Addenda issued prior to receipt of bids or proposals, ~~to execution of the Contract,~~ other documents listed in the ~~Agreement~~Contract, 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, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the ~~Agreement~~Contract, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, Contractor's bid or portions of Addenda relating to bidding requirements). All sections of the Project Manual shall be a part of the ~~Agreement~~Contract. In the event of conflict, terms and conditions contained in the ~~Agreement~~Contract, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended. The terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

1.1.1.1 The Contract, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Contract shall be valid, binding, and enforceable only if said revision, amendment, or modification is made conspicuous by being underlined, lined-through, or highlighted in this Contract signed by Contractor and the authorized representative of Owner's Board of Trustees.

§ 1.1.2 The Contract

The Contract Documents form the Contract for ~~Construction~~Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by the Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be constructed against the maker of said modifications. 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 of the Contractor;~~,~~ (3) between the Program Manager and the Contractor~~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.~~

The Program Manager and/or Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the duties of the Architect and/or the Program Manager.

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1.1.2.1 To be effective, all Contract Documents including the A201-2017, as amended requiring signatures must be signed first by the Contractor representative and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contact Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign, shall be considered a material breach of the Contract by Contractor.

§ 1.1.3 The Work; Construction Documents

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. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents.

"Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish, in detail, the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC § 61.104036, and the standards set forth in the Owner's architect agreement Section 3.1.4 of AIA document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 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 or 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 PROJECT MANUAL of Service

Construction InstruDocuments of Service are include 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. Construction InstruDocuments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 PROGRAM MANAGERSInitial Decision Maker

The Owner may use Program Managers to carry out some of the functions of administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

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~~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 show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

1.1.9 Addenda

Addenda are written or graphic instrument issued by the Owner ~~prior to the execution of the Contract~~, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Contract is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate.

1.1.11 ~~The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Program Manager(s) (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager(s) including the assignment of the Program Manager, may be changed by Owner during the Project.~~[Omitted]

1.1.11 Approved, Approved Equal, Approved Equivalents, Or Equal

The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

1.1.12 Abbreviations

AIA:	American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the documents as amended for this Project.)
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ANSI:	American National Standards Institute
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NEC:	National Electrical Code
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

1.1.13 Bids or Bidding The term "Bids" or "Bidding" shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

1.1.14 Miscellaneous Other Words

1.1.14.1 Business Day

The term "business day" is a day that Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are: Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state, or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

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

1.1.14.3 Holidays
Owner-approved holidays for Contractor's Work are limited to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.1.14.4 Work Day
Work days are all calendar days except Holidays.

1.1.14.5 Anticipated Weather Days
An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. ~~Section 15.1.5.3 lists required Anticipated Weather Days.~~

1.1.15 Contract Sum
"Contract Sum" shall have the same meaning as in Section 5.1 of the Contract (A133-20~~1~~09), for the Project when the Project is a Construction Manager at Risk Project OR the same meaning as in Article 4 of the Contract (A101-2017) for the Project.

§ 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.~~ The most recently issued contract document takes precedence over previously issued forms of the same document. Figures given on Drawings govern scale management, and large-scale details govern smaller scale Drawings. If an item is shown one place in the Drawings, but not another, or called for in a schedule or the specifications but not shown on the Drawings or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions.

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 estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents 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 interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any part 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.

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1.2.4 Relation of Specifications And Drawings

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

1.2.5 ~~Optional Materials, Equipment and Processes~~Materials, Equipment, and Processes

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area than shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, 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 the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials equipment, or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Contractor shall bear all related costs associated with the substitution. Certain special construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or function of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the quality of equipment and materials that deviate from any of the indicated and specified requirements.

~~**1.2.5.1Product and Reference Standards**~~

~~When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices which the Contractor knows, or in accordance with the standard of care for a General Contractor should have known, is necessary for proper functioning shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required and no edition is specified by the Contract Documents, the current edition at the time of Contract execution shall apply whether or not the proper edition was set out in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except:~~

~~.1 They do not supersede more stringent standards set out in the Contract Documents, and~~
~~.2 Any exclusions or waivers that are inconsistent with the Contract Documents do not apply.~~

1.2.6 Standards And Requirements

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Contract by the last party to execute said Contract shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Contract and until Final Completion, pursuant to the terms of the Contract between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses in the documents., 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 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Contract between the Owner and ~~T~~the Architect ~~and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, 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~~Construction Documents. 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 any~~the Architect's or Architect's consultants'~~ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license~~authorized~~ to use and reproduce the Construction Documents~~Instruments of Service~~ provided to them, subject to any protocols established pursuant to Section~~s~~ 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 Construction Documents~~Instruments of Service~~. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the ~~Instruments of Service~~Construction Documents 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. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

1.5.3 The Drawings, Specifications and other Documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim copyright in the Drawings, Specifications and other documents prepared by the Architect or Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the written consent of the Owner, Architect and Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants copyrights or other reserved rights.

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§ 1.6 Notice

§ 1.6.1 ~~Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement~~Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail, or by courier service providing proof of delivery to the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

§ 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

If ~~T~~the parties intend to transmit Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary~~shall agree upon~~ protocols governing such~~the~~ transmissions, unless otherwise already provided in the Contract or the Contract Documents ~~and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data~~.

§ 1.8 EXECUTION OF CONTRACT DOCUMENTS

1.8.1 The Contract Documents must be signed by the Owner and Contractor. The ~~Agreement~~Contract between Owner and Contractor, as amended, including Conditions of the Contract, as amended, as well as all other Contract Documents that required signature of the Parties, including the A201-2017, as amended, must be signed first by the Contractor's representative. . After signing the ~~Agreement~~Contract and all other Contract Documents requiring signature, Contractor shall return the Contract Documents along with proof of insurance and payment and performance bonds to Owner. Once Owner has approved of the Contract Documents and the proof of insurance and payment and performance bonds, Owner shall sign the ~~Agreement~~Contract and all other Contract Documents requiring signature of the parties. When Owner has signed and approved all required documents, District shall issue a Notice to Proceed to Contractor.

1.8.2 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. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect, the Program Manager and Owner, and Architect will issue a written Architect's Supplemental Instruction to all parties that is consistent with the Owner's Scope of the Work.

~~Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the independent school district ~~oe enity~~ ~~person or entity~~ identified ~~as such in the Agreement and is referred to throughout~~ in the Contract Documents ~~as if singular in number~~. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to, AIA Document A133 Exhibit A; approve changes in the scope of the Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board ~~shall~~

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designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized ~~in writing a~~ representative ~~who~~ shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. ~~have express authority to bind the Owner~~ Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons ~~with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority~~. ~~The term "Owner" means the Owner or the Owner's authorized representative.~~

§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein~~ It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings of any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of their parties.

2.1.3 The Owner shall require the Contractor and the Architect to 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 relationship which may otherwise exist.

2.1.4 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.

2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Contract 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 ~~Prior to commencement of the Work and upon written request by the Contractor, t~~The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of ~~shall furnish to~~ the Contract~~or~~ Documents~~reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately~~.

§ 2.2.2 At any time prior to the Owner's receipt of the executed ~~Agreement~~Contract with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in this ~~Agreement~~Contract by delivering to the Contractor a written notice stating so. Such notice shall be signed by the Owner's Director of Purchasing or designee and shall be effective on receipt by the Contractor. The rejection of the offer described in this ~~Agreement~~Contract shall cause no obligation or duty to the District save return of bid or proposal security, if any, if rejection is without cause. This paragraph does not pertain to rejection for cause by the Owner, or for the Contractor's failure to provide required bonds or insurance ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until~~

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~~reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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 in the Contract Documents.~~

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

§ 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 "Architect" is the person ~~Owner shall retain an architect~~ lawfully licensed to practice architecture, or an entity lawfully practicing architecture, ~~in the jurisdiction where the Project is located. That person or entity is identified as the Architect~~ identified as such in the ~~Agreement~~Contract and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if successor architect has been employed by Owner. The term "Architect" means the Architect or the Architect's authorized representative.

§ 2.3.4 If requested to do so, in writing, by Contractor, prior to start of the Work, ~~T~~the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~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.~~ The survey shall not relieve Contractor from its obligations to examine the site, or exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 Information or services reasonably necessary for the Work and under the Owner's control shall be furnished by the Owner with reasonable promptness where requested in writing by the Contractor. Under normal circumstances, fourteen (14) District Business days will be considered a reasonable time for Owner response. In any circumstance where information or services from the Owner, Program Manager or Architect is required, Contractor shall promptly notify in writing the Architect, with copy to the Program Manager, of the particular need. Absent such notification, any Claim based upon lack of such information or services shall be waived.~~The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.~~

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Construction~~act~~ Documents, as provided for in the Project Manual, for purposes of making reproductions pursuant to Section 1.5.2.

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to fails to correct non-conforming or defective Work, fails to correct Work which is not in accordance with Contract Documents, or ~~correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2 or repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to 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~~. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools or designee.

§ 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 ten-day period after receipt of written 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. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and t~~The Architect ~~may~~shall, 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, Program Manager and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then 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, then the Contractor may file a Claim pursuant to Article 15.

2.5.1 After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

2.6 OWNER'S OCCUPANCY

Contractor agrees that the Owner may place and install as much equipment and furnishings during the progress of the building as is possible before completion of various parts of the Work, or may occupy portions of the Work before substantial completion of the entire Work, and further agrees that such placing and installing of equipment and furnishings or occupancy of portions of the Work shall not in any way evidence the substantial completion of the entire Work, or signify Owner's acceptance of the Work, nor does it affect claims for liquidated damages in case Substantial Completion is not achieved as required unless the failure to reach Substantial Completion is the result of the early move-in or occupancy. Owner will accept the responsibility for any damages to the Work caused by such occupancy.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the ~~Agreement~~Contract and is referred to throughout the Contract Documents as if singular in number. ~~The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. 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, and includes the Construction Manager at Risk, if applicable.

§ 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 Architect or Program Manager in the ~~Architect's~~ administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.1.4 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

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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 tools, materials, supplies, equipment, and labor required to timely complete the Work and perform its obligation 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, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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 represents and warrants by submission of a Proposal that he has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work The Contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the Contract Documents to actual observable site conditions prior to execution of the Work.

§ 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 Drawings and other 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 involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor ~~T~~the Contractor is ~~not~~ 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.

3.2.3.1 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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

§ 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. Any necessary changes, including substitution of

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materials, shall be accomplished by appropriate Modification. 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, or 3.2.3.1, 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, or 3.2.3.1, 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. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. ~~If t~~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 when the Contractor recognized or should have recognized such error, inconsistency, omissions or difference, and failed to report it to the Architect. Contractor shall not be entitled to additional compensation or additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including the telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes, and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

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 requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents, and this causes Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall be evaluated and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage, 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.

§ 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 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

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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, in writing, to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

Contractor shall attend weekly, or as otherwise directed by Owner, job site progress meetings. Program Manager shall conduct such meetings; and, shall manage Architect's recording, transcribing and distributing minutes to attendees, Architect, and other appropriate parties

§ 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. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between the Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to 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 described herein. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or controlled substances, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Contract justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractor, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents, or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work connecting or adjacent to property of Owner.

§ 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. Contractor shall execute 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, using qualified, careful and efficient workers and in conformity with the provisions of the Contract Documents.

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3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling, and routing of all Work performed by all sub-contractors and sub-subcontractors.

3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5') feet in depth, in accordance with Texas Health and Safety Code § 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
.2 The special shoring requirements, if any, of the Owner;
.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system; and
.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring use.

3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the litigation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupations Safety and Health Administration.

3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Contract or inferable from this Contract 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 or any of its authorized representatives in respect of the Work, shall relate to the result the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status. Pursuant to Texas Labor Code § 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 Contract. Any Contractor or subcontractor who fails to properly classify such an individual, may be subject to penalties of Texas Labor Code § 214.008(c).

§ 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 Government Code § 2269.054. These Contract Documents shall also not 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 Government 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. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code § 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and Program Manager ~~and~~ in accordance with a Change Order or Construction Change Directive.

3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect or Program Manager without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution: (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitution shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall 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 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. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at the Owner's request. Contractor shall place similar language in its subcontract agreements, requiring the Subcontractors and Sub-subcontractors to be responsible for their own forces, and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

3.4.4 Including, but not limited to, the specific requirement of Article 10, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state, and local laws, regulations, guidelines, and ordinances pertaining to work safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

3.4.5 Pursuant to Texas Education Code § 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The Owner may terminate this Contract if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

3.4.6 CRIMINAL HISTORY CHECKS

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3.4.6.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 3.4.6.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information. Contractor's violation of this section shall constitute a substantial failure under Article 14.

3.4.6.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code § 21.060, and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

3.4.7 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, as provided in Section 3.4.6.1 above, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

3.4.7.1 If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the Owner with this ~~Agreement~~Contract showing compliance

3.4.8 PREVAILING WAGE RATES

3.4.8.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the project is located as detailed in the "Minimum Wage Schedule" attached to this Contract. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code § 2258.001 *et seq.*

3.4.8.2 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker, or mechanic, employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

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3.4.8.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

3.4.8.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

3.4.8.5 If no schedule is attached to the Contract, Contractor shall use the wage rates contained in the Project Manual for the Project. If no wage rates are in the Project Manual, then the parties shall use the wage rate determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. § 276a, (which can be accessed on the internet at https://www.wdol.gov/or https://beta.sam.gov/) effective as of the date of this Contract.

§ 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~~ and that the Work will conform to the requirements of the Contract Documents.~~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. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work.) Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 ~~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 Section 9.8.4~~Contractor shall certify that the ~~Project~~Work has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code § 61.1040~~36~~.

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3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, 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.

3.5.3.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion

3.5.4 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:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 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

.3 such further reasonable proof as is required by the Architect.

3.5.5 The Contractor agrees to issue the warranty (or warranties) in the name of the Owner, or assign the warranty (or warranties) to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, for any and all material, equipment, fixtures, and furniture (if supplied or installed by Contractor or its subcontractor), or other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturer's warranties. All forms will be required to be submitted prior to Final Payment.

3.5.6 The warranties of Contractor provided in 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 and all such warranties shall be in form and substance as required by the Contract Documents. 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.

3.5.7 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 warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible from correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work shall extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full information;

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.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 Contactor, 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 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

3.5.8.1 Contractor and Owner acknowledge that the Project may involve construction work on more than one school building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of substantial completion, dates upon which the one-year warranty on each phase or building, which is substantially complete, will expire, and dates of final completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one month prior to the expiration of the one (1) year warranty period on each building or each phase of the building that has been substantially completed. If Owner, Architect or Program Manager discovers during the warranty period, deficiencies not previously reported, Contractor shall accompany the Owner, Architect and Program Manager on an inspection of such deficiencies and Contractor shall be responsible for correcting any such deficiencies not caused by the Owner or the use of the building. For extended warranties required by various sections, i.e., roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within fifteen (15 days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one month prior to the expiration date, Contractor's warranty obligation described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected Contractor shall certify that the Work has been constructed in accordance with the Contract Documents. Any work performed by the Contractor that is not in accordance with the Contract Documents is defective and a breach of this agreement unless the Owner has agreed in writing to waive the defect. The Contractor shall provide all reasonable assistance in achieving compliance with building code specifications, accessibility standards, and Texas Education Agency Commissioner's rules in the Work.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309; § 151.310; § 151.311, and 34 TAC § 3.291 and § 3.287. For the purpose of establishing exemptions, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e), § 151.155, and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154; 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax without compensation from Owner. Contractor shall pay all necessary local, county, and state taxes, income tax, compensation tax, social security, and withholding payments, as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

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3.6.2 ~~1~~ The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certificate in lieu of sales tax on the purchase, rental or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing this Contract with the Dallas Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s), shall comply with the applicable rulings of the State Comptroller.

3.6.3 ~~2~~ The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas and the City of Dallas, Texas, and shall pay all taxes for which he may be liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

3.6.4 ~~3~~ Title to all goods or materials purchased under a~~s~~ resale certificate shall vest in the District at the time of initial possession by the Program Manager and shall be used only in performance of Services under this ~~Agreement~~Contract. Program Manager shall cause such items to promptly be marked, labeled or otherwise physically identified as the District's property. Program Manager shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Program Manager. Any tangible personal property purchased under a resale certificate as described above not fully used up in the Services shall remain with the District

§ 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~~After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The ~~Owner~~Contractor shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

Architect shall assist Contractor in obtaining an Occupancy Permit by accompanying governing officials during inspections, including the architectural barrier inspection and correction, of the Project, if requested to do so by the Program Manager or the Owner. Architect shall assist the Contractor in obtaining the Certificate of Occupancy prior to the issuance of the Certificate of Substantial Completion.

3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, 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. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 116.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work when Contractor knows~~ing~~ 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.

§ 3.7.4 [*Intentionally deleted*] ~~Concealed or Unknown Conditions~~

~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three 14(3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract Time, then either party may pursue alternative dispute resolution as provided for in Article 15, within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in 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 in writing. 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 Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect and Program ~~at~~Manager at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, the payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

3.7.6.1 The Owner shall pay directly to the relevant jurisdiction those fees presently called "Storm Water Disposal Fees" to the water and sewage departments. Contractor shall ascertain amounts and advise Architect. Water meter charges shall be paid by the Contractor

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§ 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, unless required to do so by the terms of the Construction Documents.

§ 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, bonds, insurance, 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 or the Owner's Contingency, at Owner's discretion, unless required to do so by the terms of the Construction Documents, shall be adjusted accordingly ~~by Change Order~~. The amount of the adjustment~~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 ~~with reasonable promptness~~ , to avoid delay in the Work, provided that if a decision is needed to avoid delay, Contractor shall notify Architect and Program Manager in writing sufficiently in advance of needed date to allow reasonable time for selections to be made

3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less 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 to the District.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communication shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager, or employee of the Contractor, Subcontractor, or Sub-Subcontractor involved in the Project. 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 Subcontractor, Sub-Subcontractor, and their employees.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent 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.~~

§ 3.9.3 ~~The~~ Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain~~ed~~ assigned to this Work and present on the site during performance of the Work, throughout the course of the Work, until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion~~not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed~~.

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3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted for the amount owed to the Contractor under general conditions for such day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare for and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

3.10.1.2 In the event that the Contractor is entitled to an extension of the Substantial Completion Date or any required interim completion date under the Contract Documents, Owner shall be entitled to direct the acceleration or re-sequencing of the Work in order to achieve the prior scheduled Substantial Completion Date or interim completion dates, and Contractor shall be reimbursed for the amount of the premium portion of overtime actually incurred in respect thereto and shall be entitled to an increase adjustment to the Contract Sum to the extent of the premium portion of overtime so incurred. Before proceeding with any such Owner-directed acceleration plan under this subparagraph, the Contractor shall have received the Owner's prior written approval of the plan and its anticipated not-to-exceed cost.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and 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 and Program Manager 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.

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Program Manager shall conduct such meetings; and, shall manage Architect's recording, transcribing and distributing minutes to attendees, Architect, and other appropriate parties. Progress of the Work shall be reported at said meeting with reference to Contractor's construction schedule. The Contractor shall submit to the Architect, with each monthly application for payment, a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work, and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

3.10.5 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by

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Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner, the Architect and Program Manager. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Program Manager and Architect and re-submitted 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 (sometimes referred to in these Supplementary Conditions as progress reports) as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Architect.

3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum, if: 1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, 2) such rescheduling is required for the convenience of the Owner and is not attributable to any act or omission of Contractor.

3.10.7 The Owner's need for delivery of completed work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any scheduled completion dates and milestone dates set out in the Contract Documents. The Contractor shall perform the work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates, and Contractor acknowledges and agrees that if these dates are not met, there may be a relaxation in the needed delivery dates because of the school calendar. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met for reasons not the fault of the Contractor, Contractor will develop with the Owner, Program Manager and Architect a plan and a budget under the Change Order provision of the Contract Documents to meet such a situation either (at Owner's option) by accelerating the Work to overcome the delays, or suspending or otherwise slowing the Work to efficiently take advantage of any relaxation in Owner's need for the completed Work.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at all times, at the Project site, the Construction~~act~~ Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, 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 at all times, and delivered to the Architect for completion of record drawings.

3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 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.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents and ~~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 approving and 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. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 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.

§ 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 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.~~ 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 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~~, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy~~. 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 must prepare

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plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered 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 by 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 form as required of the Architect to 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.

3.12.11 The Contractor shall submit complete drawings, data, and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum, if the Project is an A101 project; or Guaranteed Maximum Price, if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two (2) additional sets for the Architect, one (1) additional set for the Owner, and one (1) additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one (1) high quality reproducible transparency, and one (1) opaque print of the shop drawing for the Architect, plus one (1) additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of the Work.

3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. 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 reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

3.1.2.14 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.

§ 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. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be properly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

3.13.3 The Contractor and its subcontractor shall not erect any sign on the Project site without the prior written consent of the Owner.

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3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that the public area adjacent to the Site of the Work shall be free from all debris, building material, and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at 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 Construction Documents and 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.

3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

§ 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~~from the cost thereof shall be charged to the Contractor.

3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas, and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

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3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpet and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors, repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating system if units are operated during construction and clean ducts, blowers, and coils; (10) clean light fixtures; (11) remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage ways; (12) remove waste, debris, and surplus materials from the site; (13) remove stains, spills, and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces, and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Program Manager and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Program Manager or Architect at the Work site does not imply acceptance or approval of the Work. ~~The presence of the Owner, Architect, or their representatives does not constitute acceptance or approval 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 WAIVE AND RELEASE CLAIMS AGAINST THE OWNER, PROGRAM MANAGER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT ~~HARMLESS~~ FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR ~~BUT~~ SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS, OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or patent ~~is discovered by, or made known to, the Contractor,~~ the Contractor shall be responsible for ~~the~~such loss unless such~~the~~ information is promptly furnished to the Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, ARCHITECT'S CONSULTANTS, OWNER'S TRUSTEES, CONSULTANTS, -PROGRAM MANAGER, AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT 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, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER 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 BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

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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 INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT. THE ARCHITECT'S CONSULTANTS, AND AGENTS, AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSES THAT ARISE FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 ET SEQ.

3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION, OR EXPIRATION OF THIS CONTRACT.

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 Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent 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 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

3.19 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.

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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~~Contract.

§ 4.1.2 Owner shall notify Contractor when the duties, responsibilities or limitation of authority of the Architect have been modified

4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 Certain portions of the administration of the Contract will be performed by the Architect, others by the Program Manager. Both the Architect and the Program Manager will be treated as the Owner's representatives to the extent set out in the Contract Documents. Neither the Architect nor the Program Manager shall have the authority to act on behalf of ~~the Owner only to the extent provided in the Contract Documents.~~ Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect or Program Manager. ~~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 Architect issues the final~~ This period shall extend until payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2~~Certificate for Payment~~. ~~The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.~~

§ 4.2.2 The Architect, as a representative of the Owner, ~~will~~shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at any other intervals appropriate to the stage of construction, to inspect ~~or as otherwise agreed with the Owner, to become generally familiar with~~ the progress, ~~and~~ quantity and quality of the ~~portion of the~~ Work completed, to reject any observed nonconforming Work, 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 Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect, or its structural consultant will provide on-site observation prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observation prior to covering up or closing up of portions of the construction, which if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and the quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor, orally, regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective action taken or recommended. ~~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, however, ~~will~~shall not have control over~~, charge of~~, or responsibility for the Contractor's construction means, methods, techniques, sequences, ~~or~~ procedures, or ~~for the~~ safety ~~precautions and~~ programs, but this does not relieve Architect of Architect's responsibilities under this Contract. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work, shall be performed at no additional cost to Owner ~~in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents~~.

§ 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

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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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

~~Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, T~~the Owner and Contractor shall ~~endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with Contractor and Subcontractors 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 As further provided in the Contract Documents, ~~B~~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 ~~has authority to~~ shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will ~~have~~recommend to Owner additional ~~authority to require~~ inspection or testing of the Work in accordance with ~~Sections 13.4.2 and 13.4.3~~the provision of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover, and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspection required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 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 Construction Documents and 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 as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors, 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 Construction Documents and 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, unless otherwise specifically stated by the Architect, 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 Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report, in writing, to the Contractor, Program Manager and Owner any errors, inconsistencies, and omissions discovered by the Architect in the Shop Drawings, Product Data, and Samples.

§ 4.2.8 The Architect ~~will~~shall review, prepare, and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect~~, and~~ may ~~order~~authorize minor changes in the Work not involving any adjustment in Contract Sum or Guaranteed Maximum

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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 shall accept requests by the Owner, and Owner shall review properly prepared, timely requests by the Contractor for change in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect ~~will investigate and~~to make a reasonable determination~~s~~ without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contact Time, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major system such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof, foundation; outward appearance, color scheme, floor plans, building materials; drainage or mechanical equipment with Owner's prior written consent ~~and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4~~.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; ~~issue Certificates of Substantial Completion pursuant to Section 9.8;~~ will 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 will issue a final Certificate for Payment ~~pursuant to Section 9.10~~upon compliance with the requirements of the Contract Documents.

§ 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~~ Architect have been ,modified.

§ 4.2.11 The Architect will interpret and ~~decide matters~~make recommendations 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations ~~and decisions~~or recommendations 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. When making such interpretations and ~~decisions~~recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor~~, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith~~.

§ 4.2.13 The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect ~~wi~~shall be final ~~if consistent with the intent expressed in the Contract Documents~~.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and 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 Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

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

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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 and Program Manager, 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 maor ysProgram Manager shall notify, in writing, the Contractor 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 Owner or Architect to provide notice within the 14-day periodpromptly shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. 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, Program Manager 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, Program Manager 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. WhenIf the parties agree on a proposed substitute but rejected Subcontractor was reasonably capable of performing the Work, then the Contract Sum and Contract Time shmayll be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.2.5 Each Contractor or Subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections, or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

The Contractor shall disclose to the Owner any ownership interest or affiliation between the Contractor and any potential subcontractor prior to entering into a subcontract and the Owner shall have the right, in its sole discretion and pursuant to 5.2.3., to reject any such affiliated subcontractor. Further, Contractor shall not subcontract the work as a whole.

The approval of Subcontractors in no way relieves 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

5.2.6 The Contractor agrees to utilize Subcontractors that are historically underutilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines attached hereto as Exhibit "C".

No changes to the Plan may be made unless approved in writing by the Owner. The Contractor, prior to the execution of this Contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the performance of all Work under this AgreementContract, the Contractor and its agents shall comply with all M/WBE policies of the Owner. The information shall be identified per firm, discipline and participation. While this AgreementContract is in effect and until the expiration of one year after final completion, the Owner may require information from the Contractor, and may conduct audits, to assure that the Plan is being, and was, followed,. With each Contractor's application for payment, the Contractor shall report their updated M/WBE Plan and actual M/WBE participation information.

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5.2.7 Contractor shall promptly notify the Owner, Architect and Program Manager of any material defaults by any subcontractor

§ 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. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. 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. , 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. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to ensure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

5.3.3 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect, or the Owner, and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated 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 ~~Section~~Article 14.~~2~~ 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; and

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

~~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~~ ~~s~~Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable~~, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall 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 further assign the subcontract to a successor contractor or other entity. If the~~ Owner shall only be ~~assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally~~ responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.~~all of the successor contractor's obligations under the subcontract~~.

5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor after written notice for undisputed amounts not previously paid to Contractor subsequent to the Owner's exercise of any rights under this conditional assignment.

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5.4.5 Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner

5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

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 retained by 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, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work. Owner shall have access to the building on the site at all times.

§ 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~~Contract.

§ 6.1.3 The ~~Owner~~ Contractor shall ~~provide for~~ coordinat~~e~~ion ~~of~~ the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor to ensure that the Work remains on schedule~~, 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 between the Owner and Contractor. 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 It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor. Contractor shall not be required to contract directly with the hazardous materials abatement contractor or Owner's separate contractor's however, Contractor shall coordinate all aspects of the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this ~~Agreement~~Contract. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contained therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of the hazardous materials abatement contractor and any of Owner's separate contractors ~~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~~Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors including the hazardous materials abatement contractor.

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Contractor shall not be required to contract directly with the hazardous materials abatement contractor or Owner's separate contractor's however, Contractor shall coordinate all aspects of the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this ~~Agreement~~Contract. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contained therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. 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. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 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, in writing, the Architect and Owner 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, and shall promptly report, in writing, to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify, in writing, the Architect and Owner 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, and is performed in a timely manner, to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor ~~that are not apparent~~.

§ 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 costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

6.2.3.1 If the Architect or Program Manager is required to provide additional services, as provided in the Contract between the Owner or Program Manager ~~-~~and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with Owner's Contract with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an omission by the Architect and Program Manager.~~.~~

6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect, in writing, to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through Owner, who upon receipt of same shall reimburse the Architect.

6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to details, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by~~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.

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§ 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 Owner~~Architect~~ will allocate the cost among those responsible.

6.3.1 Job site cleanup will be performed on a daily basis. The Owner and/or Program Manager will periodically check the site to see that all construction areas, nearby roads, walkways and/or grounds are maintained in a clean and safe manner. The cost to clean up the site will be assessed to the Contractor each time the Owner is required to clean the area due to failure of the Contractor or his designee to satisfactorily perform or enforce this site clean-up requirements. The Owner will assess the cost. Before assessing the cost, the Contractor shall be given notice of the failure to clean the site and one business day after the date of the notice to clean up the site. If the Contractor fails to clean up the site, after notice, the Owner may assess the cost for cleanup.

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, Contingency Authorization or order for a minor change in the Work~~,~~. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner. The Contract Sum and/or Contract Time may be increased for changes in the Work if the provisions of Article 7 have been met.

Architect shall review properly prepared, timely requests by Contractor for a proposed change in the Work, including but not limited to adjustments to the Contract Sum or Contract Time. A properly prepared request for a proposed change shall be accompanied by sufficient supporting data and information to permit Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications

§ 7.1.1.1 No changes in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless prior to performing the changed Work the Contractor has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within ten (10) days of receiving the directive, submit a change proposal to the Owner, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Paragraph 15

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. A change in the work that does not require a change in Contract Sum or Contract Time may be paid from the Contingency Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Architect and signed by the Owner, Contractor and Program Manager directing a change in the Work. A CAEA shall not be used for minor changes in the Work. Note: If the Construction Manager Percentage Fee was not previously included in the approved GMP, the approved additions or deductions for authorized amounts for Contingency Expenditures will also include an appropriate adjustment for the Construction Manager Fee at the percentage approved in Article 5.1.1 and 5.1.2 of the modified AIA Document A133.

7.1.2.1 Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Work or supply additional labor, services, or materials beyond that actually required by the terms of the Contract Documents, unless made pursuant to a written order from Owner authorizing Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.

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

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Paragraph 7.3 or 15, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. -Contractor shall not make any claim for an adjustment to time, Contract Sum, or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum, or Guaranteed Maximum Price shall be valid unless so ordered or directed.

7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit, or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit, or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit, or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the Work, exceed 14% of the total cost of the change in the Work.

7.1.5 The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the Architect.

.1 Each separate Change Proposal shall be numbered consecutively and shall include materials, costs, labor costs, fees, overhead and profit. The Proposal shall specify all cost related to the proposed Change in the Work, including any disruption or impact on performance;

.2 The Subcontractor's itemized accounting shall be included with the Change Proposal;

.3 If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the Architect and Program Manager;

.4 A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix;

.5 Upon written approval of a Change Proposal by the Owner, the Architect and the Program Manager; the Architect will prepare a Change Order authorizing such change in the Work; and

.6 The Contractor shall request extensions of Contract Time due to changes in the Work only at the time of submitting its Change Proposal. Contractor's failure to do so shall represent a waiver of any right to request a time extension

7.1.5.1 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

.1 For approved additions or deductions to the Cost of the Work (not including preconstruction or general condition costs), the Construction Manager's Fee will be increased or decreased at the same percentage approved in Section 5.1.1 and 5.1.2 in the approved A133 contract document.

.2 For approved additions or deductions to any of the Construction Manager's subcontracts for self-performed work paid in accordance with the Section 2.3.2.2 of the A133 contract document, the self-performed work fee will be the same as approved in Section 2.3.2.2 of the A133 contract document.

.3 For approved additions or deductions to approved Subcontracts, the maximum markup on changed Work performed by the Subcontractor's own forces will be ten (10%) percent of the approved allowable Change Order costs.

.4 For approved additions or deductions to approved Subcontracts, the maximum markup on changes for Work performed by the Subcontractor's Sub-subcontractors will be four (4%) percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7

.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 labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

7.1.6 ~~5~~ Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an

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overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances. The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten (10%) percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor's, four (4%) percent of the amount due the subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten (10%) percent of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, four (4%) percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.76.

.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 labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also

7.1.7 ~~6~~ If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work, may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

§ 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 or Guaranteed Maximum Price; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality takeoffs, material prices by item, and of related labor hour pricing information and extension by line item by drawings as applicable);

.2 Unit prices stated in the Contract Documents or subsequently agreed upon and supported by sufficient substantiating data to permit evaluation;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually-acceptable fixed or percentage fee or the percentage fee established at 7.1.5; or;

.4 As provided in Subparagraph 7.3.7.

7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements, and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

7.2.5 Agreement on any Change Order shall constitute a final settlement of all claims by the Contractor directly or indirectly arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time

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§ 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 Guaranteed Maximum Price, 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, the Contract Sum or Guaranteed Maximum Price, and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 The Construction Change Directive shall include a unilateral change in the Contract Sum and/or Contract Time reflecting the Owner's reasonable view of the appropriate change in the Contract Sum and/or Contract Time for the change in the work covered by the Construction Change Directive. Until agreement is reached by the Owner and Contractor on these issues, the change in Contract Sum and Contract Time set out in the Construction Change Directive shall be used for schedule of values, payment, and scheduling purposes.

~~If the Construction Change Directive provides for an adjustment to the Contract Sum, 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; Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality takeoffs, material prices by item and of related labor hour pricing information and extension (by line item by drawings as applicable.~~

~~.2 Unit prices stated in the Contract Documents or subsequently agreed upon; and supported by sufficient substantiating data to permit evaluation.~~

~~.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or~~

~~.4 As provided in Section 7.3.4.~~

§ 7.3.4 [*Not used*] ~~If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~

~~.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~

~~.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;~~

~~.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~

~~.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and~~

~~.5 Costs of supervision and field office personnel directly attributable to the change.~~

§ 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.~~

§ 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 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 or Guaranteed Maximum Price, or Contract Time.

§ 7.3.7 In the absence of agreement between Owner and Contractor on the proper change to the Contract Sum or Contract Time because of a change in the Work, Contractor may treat the matter as a Claim under Paragraph 15. In

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such event, the Contractor shall be entitled to recover only the amount by which its direct costs have been reasonably increased over the direct cost of performing the Work without the change in the work, plus three percent (3%) on Subcontractor's Work) of direct cost to cover home office overhead, profit, and all other costs. Direct costs shall be limited to the following:

~~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 recorded as a Change Order.~~

.1 Reasonable Cost of Labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Materials, supplies and equipment, equipment including cost of transportation, whether incorporated or consumed;

.3 Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. Unless otherwise established in the Contract, the rental value of the Contractor's own equipment shall not be more than normal local rental rates for contractor-owned equipment;

.4 Premiums for all bonds and insurance permit fees and sales, use or similar taxes related to the Work; and

.5 Cost of Subcontractor for performing the change in the Work. The amount allowable for Subcontractors shall be calculated using the same standards set out herein for direct Work by the Contractor.

.6 Additional cost of supervision and field office personnel directly attributable to the change.

Contractor and each Subcontractor involved shall furnish evidence of costs such as copies of original invoices for materials, payroll vouchers for labor, etc., upon request by the Architect, Owner, or Program Manager. Any increase in Contract Time shall be limited to the amount of time by which activities critical to overall completion of the Project are delayed by the change in the Work. If it is reasonably possible to perform the change in the Work concurrently with Work that is critical to overall completion, no time extension shall be granted by reason of a change in the Work.

§ 7.3.8 [*Not Used*] ~~The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that which~~ results in a net decrease in the Contract Sum ~~shall be actual net~~ cost of the work deleted, ~~including all profit and overhead, plus the Contractor's allocated percentage of three (3%) percent on Subcontractor's work of direct cost to cover supervision, field office and home office overhead, profit and all other costs~~ 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 [Not Used] ~~Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~

§ 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. Change Orders 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, ~~T~~the Architect may order minor changes in the Work that are consistent with the ~~intent of the~~ Construction Documents or the Contract Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time, nor requiring any payment from the Contingency Allowance. 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 or Guaranteed Maximum Price, or Contract Time, or requiring a payment from the Contingency Allowance, 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

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the Contract Sum or Guaranteed Maximum Price, or Contract Time, or the Contingency Allowance, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time or the Contingency Allowance. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment

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 ~~Substant~~Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the ~~date established in the Agreement~~ first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Contract (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

8.1.2.1 If the Notice to Proceed is delayed due to delays in issuance of the building permit by municipal authorities or other unanticipated delays, *and* if building materials are expected to increase in price due to that delay, Contractor may, if Owner expressly agrees in writing, purchase such materials before receiving the Notice to Proceed from Owner. Contractor shall store and insure such building materials until use. In the event the project is cancelled, Contractor's contract is terminated, or the materials are not used (in whole or in part) on the Project, Contractor shall sell the unused materials to Owner at Contractor's actual cost, or reduce its billing to Owner in that amount, if Contractor retains the material.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 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~~Contract, the Contractor ~~confirms~~stipulates that the Contract Time is a reasonable period for performing the Work.

If Contractor fails to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion in this Contract and the other Contract Documents, Contractor shall pay to the Owner, as liquidated damages, the sum set out in the Contract between Owner and Contractor for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. The total liquidated damage claim is determined by multiplying daily-liquidated damage amounts stated in the Contract by the number of days late. A fraction of a day shall be counted as a full day. It is hereby agreed that the actual damages which Owner will suffer by reason of late completion would be difficult to ascertain, and the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor's failure to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion, and not a penalty. Liquidated damages shall be paid as they accrue and may be adjusted from any progress payment due.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, ~~,~~ prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period.

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

8.2.4 The Contractor is subject to liquidated damages, as specified in the Contract, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress in performing work that is critical to overall completion of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of or Program Manager, or a Separate Contractor; (2) by changes ordered in the Work; (3) by ~~labor disputes,~~ fire, governmental actions~~unusual delay in deliveries~~, ~~unavoidable casualties,~~ or adverse weather conditions documented in accordance with Section 15.1.6.2~~, or other causes beyond the Contractor's control~~; (4) by delay authorized, in writing, by the Owner ~~pending mediation and binding dispute resolution~~; or (5) by other causes that the Contractor asserts, and the Owner and Architect determine~~s~~, may justify delay, then the Contract Time ~~shall~~may~~d~~ be extended for such reasonable time as the Owner, ~~and~~ Architect or Program Manager may determine. Adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused or could not have reasonably been anticipated by the Contractor, and could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and only if Contractor satisfies the conditions of this Paragraph 8.3. Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of the Contract Time.

The Contractor shall anticipate and include in the construction schedule lost time due to adverse weather conditions in accordance with the number of Lost Time Workdays per month in the Dallas area in accordance with the following schedule:

January – 5
February – 4
March – 5
April – 6
May – 6
June – 4
July – 4
August – 4
September – 5
October – 4
November – 4
December – 4

A request for a time extension based on unusually adverse weather conditions will not be permitted unless the cumulative actual days of Lost Time Workdays for the period when the critical path of the project is subject to impact from Lost Time Workdays exceeds the cumulative number of expected Lost Time Workdays for the same period. The final calculation of entitlement to a time extension cannot be made until at least sixty (60) days prior to the agreed date for Substantial Completion of the Project ~~is completed~~ and the time extensions for unusually adverse weather may not be made until that time. However, Contractor will submit claimed Lost Time Workdays in accordance with the submission times provided in 8.3.2. No day on which substantial Contractor forces are able to perform the work on the Project for more than fifty percent (50%) of the usual workday will be counted as a Lost Time Workday. Lost Time Workdays will not be calculated for any period when the critical path of the project is not subject to impact from adverse weather conditions.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~ On or before the fifteenth (15th) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in the Work, which are to be submitted in accordance with the requirements of Article 7. If Contractor's request for time extension for Changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15th) day of the month following the denial. Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.

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8.3.2.1 Owner, after consultation with the Architect and Program Manager, shall grant time extensions to the extent it believes them to be proper. Time extensions granted by the Owner may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the Owner, it may make a claim for them provided it can meet the requirements of Paragraph 15.1.

§ 8.3.3 This Contract ~~Section 8.3~~ does not permit~~reclude~~ the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time ~~by either party under other provisions of the Contract Documents~~.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the ~~Agreement~~Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 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 ~~sh~~may~~ll~~ be equitably adjusted by prior written agreement.

§ 9.2 Schedule of Values

9.2.1 Before the first Application for Payment, ~~,~~ the Contractor shall submit a schedule of values to the Architect and Program Manager before the first Application for Payment, allocating the entire Contract Sum or, in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, 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 or Program Manager may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Document G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

9.2.2 ~~i~~If the Project is a Construction Manager at Risk project, in order to facilitate the review of Applicants for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line item.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivide into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical, and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.)

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

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.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 Applications for Payment

§ 9.3.1 At ~~least ten days before the date established for each progress payment~~, the time specified in the Contract, the Contractor shall submit to the Architect and Program Manager an itemized Application for Payment for operations completed prepared in accordance with the schedule of values~~, if required under Section 9.2, for completed portions of the Work~~. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage ~~if provided for in the Contract Documents~~.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders. Contractor agrees that, for purposes of Texas Government Code Sections 2251 and 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 Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 251.021 and 2251.042~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders~~.

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

9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein Section 9.4 or 9.5 as amended. The remaining retainage shall be paid with the Final Payment, unless there is a bona fide dispute between Owner and Contractor and the reason for the dispute is that labor, services, or materials provided by Contractor, or a person under Contractor's direction or control, failed to comply with the express terms of the Contract, or if the surety on any surety bond does not agree to the release of retainage. Written notice of the basis for withholding retainage under Texas Government Code Sections 2252.031 – 2252.032 must be provided to Contractor. If there is no bona fide dispute and neither party is in default, Contractor may cure any noncompliant labor, services, or materials, or offer Owner reasonable compensation for such noncompliant labor, services, or materials that cannot promptly be cured. Owner is not required to accept such offer.

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, p~~Payments ~~shaw~~ill be made on the basis of invoices for specific ~~account of~~ materials ~~and~~or equipment ~~delivered and suitably stored at the site for subsequent~~ incorporate~~d~~ion in the Work, and ~~. If approved in advance by the Owner, payment may similarly be made for~~ specific materials ~~and~~or equipment (1) suitably stored the site or (2) suitably stored at some off~~- the~~ site ~~at a~~ location, provided the following conditions are met for ~~agreed upon in writing. 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 storage:

.1 The location must be agreed to, in writing, by Owner and Surety.
.2 The location must be a bonded warehouse.
.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.
.5 Payment shall not include any charges for overhead or profit on stored materials.
.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the

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Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payment, deposits, or other advance payment for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

CONTRACTOR AGREES TO INDEMNIFY OWNER FROM ANY LOSS RESULTING FROM A BREACH OF THIS SECTION. Any off-site storage shall be in a bonded warehouse, suitably marked for the individual project, in addition to the requirements above

§ 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. Neither Contractor nor any of its materialmen, laborers, or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractor of the Contractor shall have any enforceable rights against the Owner of this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, 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 Contractor shall submit Applications for Payment, in quadruplicate, using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet or electronically, if acceptable to Owner. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following; that the information presented is true, correct, accurate, and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contactor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of the Applications for Payment; 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 Payment Application; 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; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors 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 performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Applications for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46; 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, carefully evaluate and review the Applications for Payment and, when appropriate, return the Applications for Payment to the Contractor as provided in Section 9.3.4. If the Applications for Payment are complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Applications for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect and Program Manager determines is properly due, and notify the Contractor and Owner in writing of the Architect's or Program Manager reasons for withholding certification and disputing in part certification as provided in Section 9.5.1; or (3) withhold certification of the entire Applications for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a), and as provided in Section 9.5.1. Architect's written reason for withholding certification shall be submitted in accordance with, and construed as the notice required by Texas Government Code Section 2251.042 *et. seq.* Owner may not withhold from payments more than 110% of the disputed amount.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect or Program Manager to the Owner, ~~based on the Architect's evaluation of the Work and the data in the Application for Payment,~~ that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, ~~to the best of the Architect's knowledge, information, and belief,~~ the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect or Program Manager to the Owner that the Architect or Program Manager has carefully evaluated and certified that the amounts requested in the Applications for Payment are valid and correct 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 or Program Manager in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect and Program Manager 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 unless 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. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or Program Manager 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 or Program Manager's opinion the representations to the Owner ~~required by Section 9.4.2 cannot be made~~. If the Architect or Program Manager is unable to certify payment in the amount of the Application, the Architect or Program Manager will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect or Program Manager cannot agree on a revised amount, the Architect or Program Manager 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 ~~t~~ or Program Manager 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 or Program Manager'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;

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.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; ~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract Documents; or

.8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

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

§ 9.5.3 Architect's written reason for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq*~~When the reasons for withholding certification are removed, certification will be made for amounts previously withheld~~.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, ~~If~~ then Architect or Program Manager may withhold~~s~~ any further ~~c~~Certificate~~ion~~ for ~~p~~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~~ from Contractor to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. ~~failed to make payment for Work properly performed or material or equipment suitably delivered. If t~~The Owner shall not be deemed in default by reason of withholding ~~makes~~ payment~~s~~ as provided in Sections 9.3.4, 9.4.3, 9.5.1, or this Section ~~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 a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate of Payment pursuant to Texas Government Code Section 2251.042 *et seq*, listing the specific reason 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 pay each Subcontractor, no later than ~~seven~~ ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payments 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, then the Owner shall be entitled to withhold payment to the Contractor, in part or in whole, to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 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 Subcontractors and suppliers 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, Program Manager 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~~. Any action taken by Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

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§ 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 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~ Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

§ 9.6.8 ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, t~~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.

9.6.9 Contractor shall not withhold as retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 Failure of Payment

9.7.1 ~~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~~ Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect and Program Manager, which is undisputed, due and owing ~~within seven days~~ after the date the payment is due under the Contract Documents ~~established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution~~, then the Contractor ~~may~~, upon ~~s~~tenven (10) additional days' written notice to the Owner, Program Manager and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may 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~~If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

9.7.2 ~~If the Architect does not issue a Certificate for Payment within seven (7) days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.~~[*Intentionally deleted*]

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9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contractor, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor form the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 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; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required by the Work have been made, approved, and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's, or Owners' tenant normal school operations, or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work with respect thereto will be completed within the time specified by the Contract Documents for Final Completion. As provided in the Contract Documents, Owner may occupy a portion of the facility prior to Substantial Completion.

§ 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 Architect and Program Manager shall prepare ~~shall prepare~~ and 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 Program Manager 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, then the Architect shall so notify the Contractor, Program Manager and Owner in writing, and 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. Except with the consent of the Owner, the Architect shall perform no more than five (5) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will timely prepare, sign and issue Owner's ~~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~~ Final 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. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

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9.8.6 The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the Owner in writing, regardless of the stated date of Substantial Completion, subject to 11.2.2. Acceptance shall not be unreasonably withheld.

§ 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~~agreed to by the Owner and ~~the Contractor in writing, provided such occupancy or use is consented to by the insurer and~~ authorized by public authorities having jurisdiction over the ~~Project~~Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that 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 resulting from such occupancy, use or installation, and property and liability 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. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy, ~~or~~ use, or installation, 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 ~~otherwise~~ expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project. Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect and the Program Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect and the Program Manager will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief,~~ certifying to the Owner that, ~~and~~ on the basis of the Architect's and the Program Manager's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and the Program Manager 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. Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments. Architect is not required to perform more than two inspections to determine whether a designated portion of the Work has attained Final Completion in accordance with the Contract Documents. One inspection may require multiple visits and more than one day to complete The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections cause by act or commission of Contractor.

9.10.1.1 Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as Exhibit "D

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and

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other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) ~~a certificate~~ evidencing satisfactory to 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) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ~~if required by the Owner,~~ except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, 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. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;
.2 Final list of subcontractors (AIA Document G705);
.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf;
.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Final Completion Certificate; and
.7 "As-constructed record drawings." At the completion of the Project, the Contractor shall submit one (1) 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, sepia, 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.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The Index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, ~~except that~~and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner~~, except those arising from~~

~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~.2 failure of the Work to comply with the requirements of the Contract Documents;~~
~~.3 terms of special warranties required by the Contract Documents; or~~
~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 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 asserted pursuant to Article 15~~made in writing~~ and identified by that payee as unsettled at the time of final Application for Payment.

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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 and shall conform to all provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 U.S.C. Section 651 *et seq*., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

10.1.2 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

10.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, 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 any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed 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 person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

10.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 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 Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

.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 other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities 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.

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§ 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 installing fencing, 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 personal or real property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of ~~explosives or other~~ 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 advance by authorities having jurisdiction, in writing, by Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Program Manager and the Architect reasonable advance notice of the presence or use of such materials, equipment or methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, ~~.~~ except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. ~~The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.~~ The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 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. Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work.

Unless otherwise specified in the Contract Documents, Contractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of ~~Public Law 91-596,~~ 29 U.S.C. §§ 651 *et. Sseq.*, the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g., a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

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

10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

10.2.9 The Contractor shall promptly report, in writing, to the Owner, Program Manager and Architect all accidents arising out of or in connection with the Work which causes death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative, Program Manager and the Architect.

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10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.2.11~~8~~ Injury or Damage to Person or Property

If either party to the Contract 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, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 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, in writing, the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

10.3.1.1 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner in violation of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to Owner, Program Manager and Architect in writing

§ 10.3.2 The Work in the affected area shall not thereafter be resumed except by written authorization of Owner if in fact a Hazardous Substance has been encountered and has not been rendered harmless. Contractor shall be responsible for the consequences of any failure to stop work under this Subparagraph 10.3. ~~Upon receipt of the Contractor's written 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~~The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF THE CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY ~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER SHALL~~ INDEMNIFIES~~Y~~ AND HOLD HARMLESS THE OWNER, ITS ~~CONTRACTOR, SUBCONTRACTORS, ARCHITECT, ARCHITECT'S~~ CONSULTANTS, TRUSTEES, OFFICERS, ~~AND~~ PROGRAM MANAGER, AGENTS AND EMPLOYEES ~~OF ANY OF THEM FROM AND~~ AGAINST ANY CLAIMS~~, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES~~, ARISING OUT OF OR RELATING TO ~~RESULTING FROM~~SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO ~~PERFORMANCE OF THE WORK IN THE AFFECTED AREA IF IN FACT THE MATERIAL OR SUBSTANCE PRESENTS THE RISK OF BODILY INJURY OR DEATH AS DESCRIBED IN SECTION 10.3.1 AND HAS NOT BEEN RENDERED HARMLESS, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS~~

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~~ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), EXCEPT TO THE EXTENT THAT SUCH DAMAGE, LOSS, OR EXPENSE IS DUE TO THE FAULT OR NEGLIGENCE OF THE PARTY SEEKING INDEMNITY~~COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

~~For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substance Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"). The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site ~~unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances~~.

§ 10.3.5 For purposes of this ~~Agreement~~Contract, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substance Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"). The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.~~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 In those instances in which the presence of a Hazardous Substance was set forth in the AHERA documents or In which the Contractor has other written notice of such through information given to Contractor by Owner or its representative prior to execution of the ~~Agreement~~Contract, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of Work stoppage due to the existence of such Hazardous Substances which were not set forth in the AHERA plans and of which the Contractor has no other prior notice, Contractor may be entitled to a Claim for delay or Work stoppage if the requirements of Article 15 are not met. ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

10.4.1 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.~~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.~~

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10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and or compliance with all federal, state, and local statutes, rules, regulations, and orders of any governmental authority applicable to the conduct of the Work.

10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the Contractors.

10.5.2 Final Payment shall not be made until this written certification has been received.

10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system, shall furnish a written certification that the potable water system is "lead-free."

10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the Contractor.

10.7 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local 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 Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

11.0.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner, Program Manager and Architect, in writing, of any proposed nonconformity with these requirements, and shall notify Owner, Program Manager and Architect, in writing, of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Contract.

11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner, Program Manager and Architect not later than five (5) business days after execution of the Contract by Contractor. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

11.0.3 All insurance required herein shall be obtained from a company licensed to do business with the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated no less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

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11.0.4 ~~All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.~~ All liability insurance required herein shall name Dallas ISD, it's officers, employees, volunteers, elected officials, Program Managers, Architects and their officers, employees, representatives, risk management consultants, or agents, as additional insureds, except Contractor's Worker's Compensation insurance and Professional Liability insurance.

11.0.5 ~~All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.~~ All insurance required herein shall be primary insurance as respects the additional insured required by 11.0.4. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of- the Owner, Program Manager, and Architect on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

11.0.6 Any failure of Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor. Contractor shall be responsible for all policy deductibles and self-insured retentions.

11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others. Contractor will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Contractor will provide Owner with Contractor and insurance carrier contact names and phone numbers. Contractor will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA Section 111.

11.0.9. Maximum Allowable Charges for CMAR CCIP Programs

In the event that the Contractor elects to utilize a Contractor Controlled Insurance Program (CCIP) the maximum to be considered reimbursable costs under this Contract will be 2% of the final Cost of the Work (including general conditions costs) but not including Contractor Fee or CCIP charges and not including the costs of any subcontracts that included the cost of insurance covered by CCIP.

This 2% cost factor will cover all insurance required to be carried by the prime contractor and all applicable subcontractors covered by this Contract (specifically 1% for worker's compensation insurance, and 1% total for general liability insurance, excess liability insurance, and umbrella liability insurance combined).

Any contractor costs incurred in connection with the Contractor's elected CCIP program that exceeds the amount reimbursed by the Owner under the formula in this section, will be considered to be covered by the Contractor's Fee. Note: Contractor will not be reimbursed for any deductible stated in the CCIP policy. The deductible is considered covered by the CCIP percent and/or the Contractor Fee.

11.0.10 Maximum Allowable Charges for CMAR Liability Insurance Required by Contract

For jobs not covered by Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP), the amount to be reimbursed to the Contractor for all contractually required liability insurance (professional liability, general liability, umbrella liability, excess liability, and auto liability will be actual costs not to exceed a total of .~~65~~% of the net reimbursable Cost of Work (not including liability insurance and not including Contractor Fee.) If the Contractor's cost of contractually required liability insurance is greater than the amount agreed to be reimbursed per this Contract provision, the difference shall be considered to be covered by the Contractor's Fee. For

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jobs covered by CCIP or OCIP, the costs of any other liability insurance will be considered to be covered by the Contractor's Fee.

11.0.11 Maximum Allowable Charges for Subcontract Default Insurance provided by CMAR in lieu of Subcontract Performance Bonds

In the event that Contractor elects to utilize a subcontractor default insurance program (sometimes referred to as SUBGUARD), the maximum amount to be considered reimbursable costs under this Contract will be .75% of the total amount of subcontracts enrolled in such an insurance program. Reimbursement for enrollment in any such program will be limited to subcontracts in excess of $~~2~~500,000.

Any Contractor costs incurred in connection with the Contractor's elected subcontractor default insurance program that exceeds the amount reimbursed by the Owner under the formula in this section, will be considered to be covered by the Contractor's Fee. In the event that Contractor elects to bond selected subcontractors rather than enroll them in the subcontractor default insurance program, the net cost to purchase any such bonds will be reimbursed in lieu of the .75%. Note: Contractor will not be reimbursed for any deductible stated in the Subguard policy. The deductible is considered covered by the .75% and/or the Contractor Fee.

In the event that the Contractor elects to provide Subguard or a similar program of subcontractor default insurance, then the program and the coverage provided by the Contractor shall extend to any additional costs incurred by the Contractor to replace or supplement the forces of a subcontractor to provide the Work, and such circumstances shall include, but not be limited to, any partial or full termination of the contract of a subcontractor for convenience or otherwise, unless the Owner specifically directs the Contractor, in writing, to terminate the contract of a subcontractor for convenience.

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain, in a company or companies with a "Best Rating" of "A minus" or better, and licensed to do business in the State of Texas, ~~-~~such insurance as will protect, the Contractor, ~~-~~them and the Owner, Program Manager and Architect~~the Owner~~, ~~-~~from claims that may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, at a minimum of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 11.1, in the ~~Agreement~~Contract or elsewhere in the Contract Documents. ~~The Contractor shall purchase and maintain the required~~ Such insurance shall include the following:~~from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

.1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limit specified for mandatory coverage for the duration of the Project (see Exhibit A).

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person, or property damages arising out of ownership, maintenance, or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18;

.9 Claims for Products, Premises and Operations; and

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.10 Claims for damages to the Work itself, through builder's risk insurance, pursuant to AIA A101-2017, Exhibit A, or AIA A133-2019, Exhibit ~~B~~A.

§ 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~8. Contractor's Professional Liability, if applicable~~

~~If the Work performed by the Contractor or its subcontractors will include some responsibility for design, the Contractor will purchase or cause to be purchased and maintained a professional liability policy. The limits of coverage will not be less than:~~

~~$1,000,000 each claim and annual aggregate~~

~~Coverage will include:~~
~~A waiver of subrogation in favor of Owner, Program Manager and Architect~~
~~A retroactive date that is the earlier of the start of design or the Work~~
~~Coverage for negligent acts, errors or omissions arising out of design or engineering services~~
~~An extended reporting period of 5 years after final completion~~

9. All Risk Builder's Risk Insurance, if applicable

If Contractor is a Construction Manager-at-Risk, then, as specified in Amendment Number One, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum. See Section 11.4 for Builder's Risk Insurance requirements.

11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five (5) business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contracts is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth (10^{th}) day after the date of the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bond 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, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq*. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-"X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and 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 (10%) percent of the surety company's capital and surplus, then 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 (10%) percent of the surety company's capital and surplus with one or more insurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten (10%) percent of the reinsurer's capitals and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

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If the Contract amount is $100,000 or more, the Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is $25,000 or more, the Contractor shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors upon request. Upon the request 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 furnished.

11.1.2.2 Certificates of insurance acceptable to the Owner, Program Manager and Architect shall be filed with the Owner and Architect prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning a fifty percent or greater reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor to the Owner, Program Manager and Architect in writing within five (5) business days of Contractor's information and belief.

Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability

11.1.2.3 ~~2~~ The Contractor shall deliver the required bonds to the Owner and Architect not later than five (5) business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. 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 with Architect's recommendation.

11.1.2.3 4 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.

11.1.2.5 ~~4~~ Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contactor may be withheld until the Contractor provides additional surety or security.

11.1.2. ~~5~~ TEXAS WORKERS' COMPENSATION INSURANCE

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

Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the Project is required for the duration of the Project, including any Warranty Period.

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 contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnished persons to provide services on the Project.

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Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contactor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

The Contractor shall retain all required certificate of coverage for the duration of the project and for five (5) years thereafter.

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

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

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 401.011 (44) for all 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 five years

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thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days
after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the
Certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 T.A.C. Section 110.110(i).

11.1.2.6 BUILDER'S RISK INSURANCE

Contractor shall obtain, at its expense, a builder's risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance if applicable, In the amount of the initial Contract Sum, or if applicable, Guaranteed Maximum Price, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis. Policy shall contain no co-insurance clause. Coverage shall insure against the perils of fire, lightning, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, flood, earthquake, cold testing, collapse, subsidence, sinkhole, damage resulting from faulty workmanship or faulty materials, terrorism for certified and non-certified acts, law and ordinance coverage for renovations, and all other perils, and shall include materials stored on-site, off-site, and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of the Contractor, subcontractors, and sub-contractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Substantial Completion

§ 11.1.2.7 ~~.3~~ Upon the request 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 authorize a copy to be furnished.

§ 11.1.2.8 ~~.4~~ Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor ~~becomes aware~~knows or should know of an impending or actual cancellation ~~or expiration~~ of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation ~~or expiration~~. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1.1, Contractor shall provide Owner written notice of the impending expiration.

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§ 11.2 Owner's and Architect's InsuranceOwner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. The Owner shall be responsible for purchasinge and maintaining property and casualty insurance no later than the date of Substantial Completion and such dates of Owner responsibility shall be documented in the Certificate of Substantial Completion. of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. TheIf Owner occupies or uses any completed or partially-completed potion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contractor's builder's risk shall be primary and non-contributory.shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. Partial occupancy or use shall not commence until the insurance company providing this insurance has consented, in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.2.3 Architect shall be responsible for purchasing and maintaining the Architect's liability insurance, worker's compensation insurance, and errors and omissions insurance as provided in the Owner-Architect AgreementContract Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. All insurance required herein shall contain a waiver of subrogation in favor of Owner, Program Manager

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and Architect on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

§ 11.3.2 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~ The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insurers regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.4 Loss of Use~~,~~ and Business Interruption~~, and Delay in Completion~~ Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect 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. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~11.4.3 WAIVERS OF SUBROGATION~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, and (3) Program Manager for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.4, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The foregoing waiver afforded the Architect, his agents, and employees, shall not extend the liability imposed by Section 3.18.3. The Owner or Contractor, as appropriate, shall require of the Architect, Separate Contractors, Subcontractors, Sub-subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Section 11.4.3. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.~~

~~11.4.4 The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner.~~

~~11.4.5 Contractor's builder's risk insurance shall be endorsed to allow partial occupancy (permission to occupy) by Owner. Contractor shall ensure that such partial occupancy will not cause cancellation, lapse, or reduction of this insurance.~~

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the ~~Agreement~~Contract shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of ~~any applicable mortgagee clause and of~~ Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and the Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect does not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 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 or Owner 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 shmayll be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. 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.

§ 12.2 CORRECTION OF WORK

12.2.1 Before Or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 and Program Manager's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures 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

§ 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 to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied it in accordance with Section 2.5.

12.2.2.1.1 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

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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 Contactor should have borne, then the Contractor shall pay the difference to the Owner.

§ 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 performance 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, but only as to the corrected Work. Any corrective work performed or to be performed under or pursuant to Paragraph 12.2 shall be warranted to the same extent as the Work is warranted hereunder for the greater of the remainder of the applicable warranty (corrective) period or ninety (90) days from the date such corrective work has been completed.

§ 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 by 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.

12.2.4.1 Where nonconforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming work shall be at the Contractor's expense, and performed by the Owner's testing laboratory if such services are reasonably required by the Architect. All corrected work shall be retested at the Contractor's expense. Reasonable Architectural or Program Manager Services required to analyze nonconforming Work shall be paid for by the Contractor.

§ 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. Nothing contained in this Paragraph 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or another 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.

12.2.7 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 provision for this Section 12.2.7 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 capacities). The cost to Contractor for performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written 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.

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§ 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

13.1.1 ~~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 Dallas , county in place whichere the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ The Contract and any disputes related to the Work shall be governed by the laws of the State of Texas. The Contract is deemed performable entirely in Dallas, Dallas County, Texas. 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 or the Work, shall be brought in the State District courts of Dallas County, Texas. In the event of litigation, the substantially prevailing party shall be entitled to its reasonable and necessary attorney's fees that are equitable and just.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, Nneither party to the Contract shall assign the Contract, as ain 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.~~ The Contractor shall not assign the Contract as a whole, or in part, without written consent of the Owner.

§ 13.2.2 The invalidity of any part or provision of the ~~Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the~~ Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contract Documents. The Owner may, without consent of the Contractor, assign the Contract in whole or in part. In such event, the assignee shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignments. ~~The Contractor shall execute all consents reasonably required to facilitate the assignment.~~

§ 13.3 Rights and Remedies

§ 13.3.1 Written notice shall be deemed to have been duly served only if the writing is delivered in person to the office of the party set out ~~O~~on the first page of the Standard Form of ~~Agreement~~Contract Between Owner and Contractor, or to such other address as has been previously clearly identified in writing by the addressee, or sent by registered or certified mail to that address. 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~~,~~ or 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. The application of a time-is-of-the-essence clause as to any action or duty required of Contractor by the Contract Documents shall not be waived by course of performance or course of dealing by Contractor.

13.3.3 ~~4~~ Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights.

13.3.4 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.

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§ 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. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity employed by the Owner for this purpose ~~acceptable to the Owner,~~ or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials, engineering, testing, and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. Owner shall bear the normal costs of these services, but not any excess costs attributable to Contractor caused scheduling problems, other Contractor error or retesting. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may observe 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 ~~the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements~~ for such additional testing, inspection, or approval~~, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.~~ 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 such 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 ~~P~~payments due and unpaid under the Contract Documents shall bear interest from the date payment is overdue at the rate provided by Texas Government Code Section 2251.025~~the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meet more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meet once a month or less frequently. No interest shall be due on sums properly retained by Owner, except ~~expect~~ as provided by law, or on disputed sums unpaid by Owner.

13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

13.6.1 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.

13.6.2 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

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without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

13.7 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 five (5) 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 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.

13.7.6 Commencement of Statutory Limitation Period, As between the Owner and Contractor: after Final Certificate for Payment.

13.7.7 At any time during the term of this ~~Agreement~~Contract and for a period of ten ~~four~~ (~~4~~10) years thereafter, the Owner or a duly authorized audit representative of the Owner, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this ~~Agreement~~Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, the Contractor shall refund the Owner the full amount of such overpayments within thirty (30) day of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due the Contractor.

13.8 NONDISCRIMINATORY EMPLOYMENT

13.8.1 In connection with the execution of this Contract, the Contractor shall fully comply with the ~~District~~ non-discrimination requirement cited below.

"The Dallas Independent School District, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)"

During the performance of this Contract, the Contractor further agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or age;

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.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these non-discrimination provisions.

Submittal to Owner of reasonable evidence of discrimination will be grounds for termination of the ~~Agreement~~Contract.
This policy does not require the employment of unqualified persons.

13.9 CERTIFICATION OF NONSEGREGATED FACILITY

13.9.1 This Subparagraph is applicable to Contracts and Subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.

13.9.2 By the signing of this Contract, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period), it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11.

13.10 PREVAILING WAGE RATES

13.10.1 In compliance with laws of the State of Texas relating to labor Texas Government Code Section 2258.001 *et seq.* the building construction wage rates listed in the Contract Documents have been ascertained and determined by the Owner as the general prevailing rates in the locality of Dallas Independent School District for the classifications listed. The Contractor and each Subcontractor shall pay to all laborers, workers and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of worker or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter.

13.10.2 This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named.

13.10.3 In compliance with the above cited law the Contractor shall forfeit, as a penalty to the Owner, Sixty Dollars ($60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the rates stipulated hereinafter for any work done under this Contract by him or any Subcontractor under him.

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13.10.4 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

13.10.5 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

13.11 CERTIFICATION OF ASBESTOS-FREE PROJECT

13.11.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction shall be asbestos free. The General Contractor shall provide certification for himself, all subcontractors, vendors, suppliers, and other entities, stating that materials and/or equipment used in the construction of the project do not contain asbestos in any form or concentration. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two officers of the construction company.

13.11.2 Final Payment shall not be made until this letter of certification has been received.

13.12 **CERTIFICATION OF LEAD-FREE POTABLE WATER SYSTEM**

13.12.1 Contractor shall submit to the Architect a letter, addressed to the Owner, stating that any components of the potable water system installed by the Contractor are lead-free as defined by the Safe Drinking Water Act Amendment of 1986 and the Lead Contamination Control Act of 1988.

13.13 Responsibility For Contractor's Forces. The Contractor shall be responsible for the actions of Contractor's forces, and Subcontractor's forces to enforce the Owner's drug-free, alcohol-free, and tobacco-free zone. Contractor agrees to abide by Owner's policies prohibiting the use of tobacco, alcohol or illegal drugs in any form on any property owned, operated, or maintained by the Owner. Contractor agrees to require all subcontractors and sub-subcontractors to abide by these policies,. Violation of this provision shall constitute a material breach of this agreement.

13.14 **FAMILY CODE CHILD SUPPORT CERTIFICATION**

By signing this ~~Agreement~~Contract, the Contractor certifies as follows: "Under Section 321.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

13.15 **NON-COMPENSATION REQUIREMENT**

The Owner may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Owner to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Contractor is described as vendor in the statutory quote below:

"Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

13.16 ~~8~~ PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

13.16.1 ~~8~~ Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

13.16.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and employment of security devices, security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

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13.16.3 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.*

13.16.4 All information owned, possessed, or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this ~~Agreement~~Contract and at any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Project, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this Subparagraph from persons, agents, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief to prevent or otherwise restrain a breach of this ~~Agreement~~Contract.

.1 Contractor acknowledges and agrees that the Owner has an interest in maintaining and otherwise protecting the image and reputation of the Owner's official logo or emblem and any other trademarks, copyrighted or otherwise protected materials of the Owner (hereinafter referred to as the "Owner's Protected Materials"), and that in order to accomplish this purpose, the Owner must in all cases assure itself that the Owner's Protected Materials are at all times used in a manner consistent with the Owner's policies, administrative regulations, and this ~~Agreement~~Contract.

.2 Contractor agrees that the Owner must, therefore, have the right to examine and approve or disapprove such use in writing in advance of use, the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed by the Contractor to be used in connection with any advertising or promotion utilizing Owner's Protected Materials.

13.17 ~~8~~ The Contractor shall ~~have~~ bear full responsibility for utilizing means and methods that may result in an overstress of any structure or any part or member of it during construction. The Contractor shall fully check the effect of his
operations in this regard, and shall provide all temporary support and connections required.

13.18 ~~9~~ The Contractor shall protect and be responsible for any damage to or loss of its (his/her) work, tools, equipment, or material, from the date of the Contract until the acceptance of the Work and shall make good without cost to the Owner, any damage or loss that may occur during this period. All material affected by weather shall be covered and protected to keep it from damage while being transported to the site, as well as when it is stored on the site. The Contractor at its (his/her) own expense and option shall employ watchmen or erect fencing at such time as necessary to protect his work, tools, equipment or material by the Contractor and the fact that the Owner has a watchman, if any, shall not mean that the Owner has undertaken, nor does the Owner undertake, to protect work, tools, equipment and materials from theft or mysterious disappearance.

13.19 The Contractor should only take direction on any issues regarding the Project when provided by the Owner's Office of Construction Services or the Program Manager or Architect.

13.20 The Contractor and subcontractor shall ensure that on-site fraternization shall not occur between personnel under the Contractor's or subcontractor's direct or indirect supervision and students, school employees and the general public.

13.21 PARTNERING
Contractor will participate in a partnering process if requested by Owner.

13.22 AS-BUILT DRAWINGS
Prior to issuance of the Certificate of Final Completion by Architect and Program Manager, the Contractor shall submit to Architect a complete set of as-built drawings, with all changes made during construction, including

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concealed mechanical, electrical and plumbing items clearly shown. The Contractor shall submit these drawings in a medium acceptable to the Architect. Based upon the as-built drawings received from Contractor, Architect shall, within thirty days after receipt of the as-built drawings from Contractor, complete Record Drawings.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety ~~3~~90 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, under direct or indirect contract with the Contractor, for any of the following reasons, which are the sole grounds for termination under this Subparagraph 14.1.1.~~:~~;

.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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or 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. ~~; or~~

~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract 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, under direct or indirect contract with the Contractor, 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.

§ 14.1.3 ~~If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period, the Contractor may, upon seven (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination~~If the Work is stopped for ninety (90) consecutive days for any reason described in Subparagraphs 14.1.1 or 14.1.2, the Contractor may, upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages to date of termination.

14.1.4 If the Work is stopped for a period of ninety (~~6~~90) consecutive days through no act or fault of the Contractor, or 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~~ persistently 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 ~~twenty~~ fourteen (~~20~~14) 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.

14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner or any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1, 14.1.2 and 14.1.3.

14.2 Termination by the Owner for Cause

14.2.1 The Owner may terminate the Contract if the Contractor

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or ~~s~~Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~s~~Suppliers;

.3 ~~repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~ persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

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.4 otherwise is guilty of ~~substantial breach of a provision of~~ a material breach of provision of the Contract Documents;

.5 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; ~~or~~

.6 engages in serious or repeated worker misconduct in violation of Article 3.3.2;

.7 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; or

.8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contact Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 ~~Exclude the Contractor from the site and t~~Take possession of the site and 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. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 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 Contractor's removal.

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the Architect's and Program Manager'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), ~~such excess shall be paid to~~ then the Contractor and/or its Surety shall pay the difference to the Owner. ~~If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.~~ The amount to be paid to the ~~Contractor or~~ Owner, ~~as the case may be,~~ shall be certified by the Architect ~~the Initial Decision Maker~~, upon application, and this obligation for payment shall survive termination of the Contract.

14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes assignments for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

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14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications, and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owners, and shall obtain new Payment and Performance Bonds as required by law.

§ 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 shmayll be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit~~. An adjustment shall be made to the Contract Sum calculated under Article 7. 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. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 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; and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date ~~costs incurred by reason~~ of ~~the~~ termination~~, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement~~. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

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 ~~any demand or assertion by one of the Contractor parties seeking, as a matter of right, payment of additional compensation under the Contract Documentsmoney, interpretation of the Contract Document terms, 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 partyContractor 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.~~ any demand or assertion by the Contractor that it should be paid more money than the

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Contract Sum or granted more contract time by the Owner because of action or inaction on the part of Owner, any Owner representative, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to the Work, that a time extension grant was inadequate, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.

§ 15.1.2 Notice Requirement ~~Time Limits on LitigationClaims~~

~~The Owner and Contractor shall commence all Claimslitigation 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, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in anythe case of the Owner, not more than 120 years after the date of FinalSubstantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~ Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner, Program Manager and the Architect. The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner have timely, specific Notice of a potential problem in order that the problem can be mitigated promptly.

15.1.2.1 In addition to the Notice required by Subparagraph 15.1.2, the Contractor shall also file a document captioned "Claim" with the Owner, Program Manager and Architect within ninety-one (91), days of occurrence of any event resulting in a Claim for damages, giving notice of the Claim. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

§ 15.1.3 ~~Notice of Claims~~ Continuing Contract Performance

After receipt of a Notice of Claim, the Architect shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, the Owner and the Program Manager via facsimile, regular mail or hand delivery. If the Architect fails to render a decision in writing with the fourteen (14) days, the Claim shall be deemed accepted. Within five (5) calendar days of receipt of the Architect's written decision, Contractor may file a written appeal of the decision to the Program Manager. The Program Manager shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, Architect and the Owner via facsimile, regular mail or hand delivery. If the Program Manager fails to render a decision in writing within the ten (10) days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Program Manager's written decision, Contractor may file a written appeal of the decision with the Deputy Superintendent of Business Services. Within fourteen (14) calendar days of the receipt of an appeal, an Appeals Board consisting of the Deputy Superintendent of Business Services, Chief Operations Officer, and a representative of the offices of Legal Services shall render a written decision. Any Claim determination requiring a Change Order must be approved by the Board of Trustees. The filing, or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any Claim, excepting termination or under Owner's direction to stop the Work. Any Claim that would require expenditure in excess of $10,000.00, or that would require a Change Order, must be reviewed by the Program Manager and the Appeals Board using the appeals process described in this section.

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 written notice to the ~~other party~~Owner 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 Contractor~~either party~~ under this Section 15.1.3.1 ~~shall~~must be

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initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the ~~c~~Contractor~~laimant~~ first knew or should have known~~recognizes~~ the condition giving rise to the Claim, whichever is ~~lat~~earlier. Claims must be initiated by written notice titled: "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

§ 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 written 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~~ Claims Handling Following Construction

The acceptance of final payment shall constitute a waiver of Claims by the Contractor, which have not previously been identified in a Notice of Claim under 15.1.2 and a Claim under 15.1.2.1 and specifically reserved in the final Application for Payment.

§ 15.1.4.1 Time Limits on Litigation. The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Contract and within the period specified by applicable law, but in the case of the Owner, not more than eight (8) years after the date of Final ~~Substantial~~ Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

15.1.4.2 Pre-Litigation Mediation

~~.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.~~ Except as to claims for injunctive relief, neither party may commence litigation relating to any Claim arising under this ~~Agreement~~Contract without first submitting the Claim to Mediation. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. ~~Agreement~~Contracts reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Contractor.

15.1.4.3 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

§ 15.1.5 Claims For Concealed Or Unknown Conditions. Only if conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or (c) in the case of renovation Work, any condition of the pre-existing construction to be renovated, that is materially different from any of the conditions that could reasonably have been expected to be present in preexisting construction of the age and type encountered on the Project, then Contractor shall be entitled to make a Claim if it can satisfy all of the requirements of Paragraph 15.1.

15.1.5.1 No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, review and preconstruction services which were given to Contractor

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by Owner, Architect or Owner's representative or which Contractor had the opportunity to make or should have performed in connection with the Project.

15.1.6 Calculating Claim Amount

In calculating the amount of any Claim, 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 losses of labor efficiency, or on a comparison of planned man loading to actual man loading, 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 The maximum daily limit on any recovery for delay shall be the amount originally estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract;

.5 No damages will be allowed for home office overhead or other home office charges, or any Eichlay formula calculation; and

.6 No profit will be allowed on any Claim.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of ~~cost and of~~ probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and prevented the execution of major items of work on normal working days ~~had an adverse effect on the scheduled construction~~.

15.1.6.3 4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

15.1.6.4 ~~5~~ No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

15.1.6.5 ~~6~~ Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.7 Waiver of Claims for Consequential Damages

~~The Contractor and Owner waives all Claims against Ownereach other for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration. This mutual waiver includes~~

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.1.8 Injury Or Damage To Person Or Property

If either party to the Contract suffers injury or damage to persons or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.2 Initial Decision Resolution of Claims and Disputes

§ 15.2.1 Claims by the Contractor against the Owner, includingexcluding those alleging an error or omission by the Architect, 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 Initially Decision Maker for initial decision. to tThe Architect for written recommendationwill 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 recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless decision has not been rendered within 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architectafter the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. 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 Architect shall 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 Contractorclaimant or a response with supporting data from the other party, or (2) make a written recommendation to the Owner, with a copy to the Contractor. reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the ArchitectInitial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ArchitectInitial Decision Maker in making a written recommendationrendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents. Job records must be retained by Contractor and all subcontractors for a least twelve (12) years after the date of Final Completion of the Project. If the ArchitectInitial 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 ArchitectInitial Decision Maker 1when the response or supporting data will be furnished, or (3) advise the ArchitectInitial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision

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~~Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution~~ Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustments to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 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 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 ~~Mediation~~Alternative Dispute Resolution

§ 15.3.1 ~~Claims arising out of or related to the Contract, except those waived shall, be subject to mediation~~ Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation Requests for mediation shall be filed in writing, with the other party to the Contract.Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located~~

§ 15.3.3 ~~The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties, if approved by the Board of Trustees, and if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.~~

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4 No Arbitration

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.4 ~~Consolidation or Joinder~~

§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.4.3 ~~The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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

15.6 In any adjudication under this Contract, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

ARTICLE 16 CONTRACTOR ACCOUNTS, RECORDS, AND INSPECTION

16.1 Contractor, and all subcontractors, shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the project. Contractor, and all subcontractors, shall make sure reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents. Job Records must be retained by Contractor and all subcontractors for at least twelve (12) years after the date of Final Completion of the Project.

16.2 Contractor~~'s~~ and all subcontractors' records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned; bond and insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to any matters related to the Contract (including interviews with Contractor's personnel and Subcontractor's personnel) shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with Contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for pricing or claims submitted by the Contractor or any of its payees. The Owner or its designee shall be afforded access to all of the Contractor and all subcontractors'~~s~~ records pursuant to the provisions of this Article throughout the term of this Contract and for a period of twelve (12) years after final payment or longer if required by law.

ARTICLE 17 BUSINESS ETHICS

17.1 During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner, its Program Managers, or its Architects, or to family members of any of them. At any time Contractor believes there may have

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been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel, its Program Managers and its Architects

17.2 The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the Dallas Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with the respect to the performing of such a contract. In the event the Construction ~~Agreement~~Contract is cancelled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

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Executed this day of , .

OWNER:	CONTRACTOR:
Title:	By: Title:

DALLAS INDEPENDENT SCHOOL DISTRICT | **GENERAL CONTRACTOR NAME**

OWNER *(Signature)*	CONTRACTOR *(Signature)*
Dwayne Thompson, Chief Business Officer *(Printed name and title)* Date	GC Signer's Printed Name, Title *(Printed name and title)* Date

Approved As To Form:

SCHOOL ATTORNEY *(Signature)* Date

DRAFT

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SECTION 00 55 00 – NOTICE TO PROCEED FORM

Name of Contractor	

The following form will be used by the District as a formal notice to proceed with pre-construction and construction activities, respectively.

The “Notice to Proceed” is the authorization to proceed with the work in accordance with said Construction Contract and the Contract Documents. This form shall be executed after issuance of the executed contract and purchase order.

NOTICE TO PROCEED

Date

GENERAL CONTRACTOR FULL NAME OF COMPANY
General Contractor Rep.
Address
City, State Zip

PROJECT: School Name, TEA Org#, associated with CSP Package #

OWNER: Dallas Independent School District

ATTENTION:

This notice shall be your authorization to proceed with the work in accordance with the terms and conditions as referenced in the Construction Contract and the Contract documents as enumerated therein.

Furthermore, the date of (fill in date here) is hereby established as day “0” (zero) of the stated Construction Schedule and establishes (fill in substantial completion date here), as the date of Substantial Completion unless modified in accordance with the General and Supplementary Conditions of the Contract.

FOR DALLAS INDEPENDENT SCHOOL DISTRICT

By _____

Title _____

BOND NO. _____

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(hereinafter called the Principal), as Principal, and

_____
(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Dallas Independent School District, (hereinafter called the Obligee), in the amount of

$_____
(Numeric)

(_____**)**
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ of _____, 20____, generally described as:

_____

_____

_____

_____

_____

(List Project Description From Agreement)

to do and perform certain construction work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall faithfully perform all of the work in accordance with the plans, specifications, general conditions and contract documents, and shall faithfully perform each, every and all other obligations incumbent upon him under the terms of said written contract referred to, and shall fully indemnify and save harmless the Obligee from all costs, expense and damage which it may suffer or incur because of Principal's default, or failure so to do, then this obligation shall be void, otherwise it shall remain in full force and effect.

BOND NO. _____

In the event Principal shall default in the faithful performance of the work called for by said written contract, plans, specifications and contract documents, the Surety shall within 15 days of the determination of default (determined as provided in said contract, general conditions and contract documents) take over and assume completion of said contract, or within such 15 day period make other arrangements satisfactory with the Obligee for completion of the contract, and said Surety shall become entitled thereupon to the payment or benefit of the balance of the contract price as the same matures according to its terms.

The Surety, for the protection of the Obligee herein, waives notice of, and hereby consents to any subsequent modification or alteration both in the work to be performed by the Principal, and the consequent price or sums to be paid by the Obligee, as well as any other change, or amendment, addition or deletion in the contract documents during the progress of the work, including but not limited to all extensions of time or other indulgences permitted the Principal.

Notwithstanding any other provision; the liability of the Surety on this bond shall never exceed the penal sum stated in first paragraph.

This Performance Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of Legislature, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. This bond and all of the provisions herein contained shall be solely for the protection of the named Obligee which has awarded the contract referred to.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

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

CONTRACTOR AS PRINCIPAL:

_____
Name of Company (Please print or type)

Seal: *(if any)*

_____
Signature of Authorized Company Representative

_____
Name & Title of Authorized Company Representative (Please print or type)

_____
Witness

_____
Attest

SURETY:

_____
Name of Company (Please print or type)

_____
Signature of Attorney-In-Fact

_____
Name & Title (Please print or type)

BOND NO. _____

(Performance Bond Continued from Page 2)

NOTE:

1) This Performance Bond applies to all contracts in excess of $100,000.00 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.

2) This bond must be payable to the awarding authority, Dallas Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.

3) This bond must be furnished before any work is commenced.

4) Surety must be a corporate surety duly authorized to do business in Texas.

5) This PERFORMANCE BOND must be in the full amount of the contract which it secures.

6) Power of Attorney from Corporate Surety must be attached to this Performance Bond.

BOND NO. _____

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(hereinafter called the Principal), as Principal, and

_____
(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Dallas Independent School District, (hereinafter called the Obligee), in the amount of

$_____
(Numeric)

(_____**)**
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ of _____, 20____, generally described as:

_____

_____

_____

_____

_____

(List Project Description From Agreement)

to do and perform certain construction work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall promptly make payment to all claimants supplying labor and material (as hereafter defined) in the prosecution of the work provided in said contract, the related plans, specifications, general conditions and contract documents, then this obligation shall be void, otherwise it shall remain in full force and effect.

BOND NO. _____

This Payment Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of Legislature, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. The claimants referred to in this bond are those defined by such Chapter 2253, and this bond shall be solely for the protection of all such claimants supplying labor and material as defined in such Chapter, in the prosecution of the work provided for in said contract, and shall be for the use of such claimant and none other.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

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

CONTRACTOR AS PRINCIPAL:

_____
Name of Company (Please print or type)

Seal: *(if any)*

_____
Signature of Authorized Company Representative

_____
Name & Title of Authorized Company Representative (Please print or type)

_____
Witness

_____
Attest

SURETY:

_____
Name of Company (Please print or type)

_____
Signature of Attorney-In-Fact

_____
Name & Title (Please print or type)

(Payment Bond Continued from Page 2)

NOTE:

1) This Payment Bond applies to all contracts in excess of $25,000.00 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.

2) This bond must be payable to the awarding authority, Dallas Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.

3) This bond must be furnished before any work is commenced.

4) Surety must be a corporate surety duly authorized to do business in Texas.

5) This PAYMENT BOND must be in the FULL amount of the contract which it secures.

6) Power of Attorney from Corporate Surety must be attached to this Payment Bond.

DALLAS INDEPENDENT SCHOOL DISTRICT CONSTRUCTION MINIMUM SAFETY PROGRAM GUIDELINES MANUAL

Construction Services
Minimum Safety Program Guidelines

2023 Revision

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DALLAS ISD DISCLAIMER

The purpose of the Construction Minimum Safety Program Guidelines Manual, developed for the Dallas Independent School District, is to assist in the development and implementation of appropriate safety standards. This manual is prepared for use as a minimum guideline for safety during the construction, renovation, and expansion activities to be completed by independent contractors. The program is based on applicable government regulations; insurance related safety/risk management requirements, accepted safety practices within the construction industry and common sense.

The maintenance of safe premises, operations and equipment, protection of the faculty, students, and community, and the avoidance of unsafe conditions and practices (during all construction phases) are the responsibility of the General Contractors and Subcontractors performing the construction work. The Program Manager will provide safety oversight of the Contractor's Safety Program. While mandatory, compliance with the provisions of this Construction Minimum Safety Program Guidelines Manual will not guarantee or ensure compliance with the requirements of the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910). This manual is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This manual is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

The Dallas Independent School District, and its Agents, Consultants, etc., assume no liability for the manual's contents or for any safety related service(s) that may be provided during the course of the project.

This Manual is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to Contractors. This Manual is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

References to "Bond Program" must refer to the Dallas Independent School District 2020 and 2015 Bond Programs and other projects managed by the Dallas Independent School District's Construction Services Department as appropriate for the project for which work is to be performed.

Note: If a situation arises that is not covered by the Contractor's Safety Manual or the Construction Minimum Safety Guidelines Manual, please discuss it with your project manager and/or call the Owner's Representative. For additional information regarding the guidelines set forth within this manual, please contact:

Dallas ISD Bond Program Safety Manager, Alvaro Meza
Direct (972) 925-7219 | Mobile (214) 435-2204 | Email almeza@dallasisd.org

2. FOREWORD

This Manual has been compiled to present Loss Control activities and guidelines. Contractors are expected to meet or exceed these minimum guidelines.

The information and suggestions summarized in this Manual were compiled from sources believed to be reliable. It cannot be assumed that this material includes every loss potential, code violation or exception to good practice and, therefore, we cannot guarantee its completeness.

It is solely the Contractor's responsibility to conform to the provisions of this Manual and standards set forth under the William-Steiger Occupational Safety and Health Act of 1970 and, as amended, other Federal Regulations, Environmental Nuisances Considered Hazardous as they apply to state, and local regulations. The General Contractor must ensure that each of its Subcontractors comply with the requirements of this Manual.

We should also emphasize that, as with all other aspects of the work, the Contractor's selection of means and methods is his own, and that any and all suggestions contained in this Manual are only representative of the types of techniques and practices which the Contractor may choose to employ on this project.

3. POLICY STATEMENT

The principles of safety and loss control reflect a determination by Dallas Independent School District to prevent injuries to the general public and workers, as well as to prevent damage to property and equipment.

The District considers no phase of construction or administration of greater importance than accident prevention and asserts that accidents which result in personal injury and damage to property and equipment represent needless waste and loss. It must be the policy of the District for Contractors to conduct all operations safely and thereby prevent injuries to persons and damage to property.

Planning for safety must start with the design and continue through purchasing, fabrication, and construction in all phases of the Bond Program. All practical steps must be taken to maintain a safe place to work. The Contractor must accept the responsibility for safety and loss prevention and must be responsible for thorough safety and loss control training and instruction of its employees.

The objective of this policy is to establish throughout the entire Dallas Independent School District Bond Program Construction Projects the concept that the prevention of accidents and protection of property is most important and, therefore, must receive top priority, support, and participation.

4. PROGRAM OBJECTIVES

The Dallas Independent School District Construction Minimum Safety Program Guidelines Manual has been created to supplement the General Contractor's own program to eliminate or reduce hazards and risks associated with the construction projects, prevent accidents, reduce employee injury, prevent damage to property, promote maximum efficiency and effective savings by the reduction of unplanned business interruption.

4.1 Active Participation of All Contractors

Supervisory staff and employees must make the program not only effective, but also successful by coordinating the participants' efforts in performing the following tasks:

a) Provide a safe environment for employees to perform high quality work.
b) Use safety planning as a tool to reduce bodily injury and property damage.
c) Provide inspections to locate and abate unsafe conditions and practices.
d) Protect the public and property immediately adjacent to all construction sites.
e) Educate and train employees through:
    (1) New hire orientation
    (2) Safety meetings
    (3) Safety training, i.e., hazard communication, trenching safety, confined space, etc.
    (4) Mandatory personal protective equipment programs
    (5) Injury reporting and record keeping up to date
    (6) Incident tracking and trends analysis
    (7) Using accident investigation information to abate deficiencies and eliminate any additional losses
f) Contractors of any tier must comply with all Federal, State, and local laws, ordinances, regulations, and the National Fire Protection Association (NFPA) Standards including the Life Safety Code.

NOTE: The Construction Minimum Safety Program Guidelines Manual is to work in conjunction with the Contractor's individual Safety Program. All Contractors are required to implement their own written Safety Program and/or the Construction Minimum Safety Program Guidelines Manual prior to construction activities.

5. LOSS CONTROL RESPONSABILITIES

The effectiveness of this program depends upon the active participation and cooperation of all Engineers, Project Managers, Inspectors, Supervisors, General Contractors, their employees, and Subcontractors. The primary goals of this program are to increase safety awareness, raise safety standards in the work environment, and increase management involvement in the safety process.

5.1 Local Laws and Requirements

Each contractor and each Subcontractor of any tier must comply with the most stringent OSHA, City, County, or Federal regulations governing where the project site resides.

NO FELONY CONVICTION REPRESENTATION

All contractors of any tier must comply with the following:

Sec 44.034, Subsection (a) of the Texas Education Code subparagraph (a) requires that a person or business entity that enters 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.

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 section does not apply to a publicly held corporation.

All contracts must comply with the requirements for criminal background checks. All vendors 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. The district may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. This paragraph is required by state law, and exceptions permitted in this advance notice do not limit the following requirements.

All vendors will obtain criminal background history record of information that relates to an employee, applicant for employment, or agent of the contractor or consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services: and the duties are or will be performed on school property or at another location where students are regularly present. The General Contractor or consultant must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. General Contractors or consultants must assume all expenses associated with the background checks and must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present.

The District must be the final decider of what constitutes a "location where students are regularly present." General Contractors' or consultants' violation of this section must constitute a substantial failure under any resulting agreement and be grounds for termination.

Unless waived in writing by the Superintendent of Schools or designee, all District vendors must be identified by a photographic identification badge, issued by a District-approved third-party company at the vendor's expense. The third-party company, as detailed in the Purchasing and Financial Activities Manual, must verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process.

Employee or agent includes as example, but not by way limitation, persons providing services on the project including all persons or entities performing all or part of the services the General Contractor has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District must have sole discretion to determine what constitutes a "location where students are regularly present." General Contractor's violation of this section must constitute a default under the General Terms and Conditions of the contract.

5.2 Dallas ISD Safety Orientation and Badging

Prior to working on any Dallas ISD property/project, all General Contractors and Subcontractor employees of any tier must obtain a Dallas ISD Bond Program Photographic Identification badge issued by a District approved third-party company at the General Contractor's or Subcontractor's expense. Any replacement for a lost badge should be obtained by the issuing third-party company.

A Dallas ISD Bond Program Safety Orientation Sticker (to be placed on the I.D. badge) required prior to working on any Dallas ISD property/project. The Safety Orientation sticker is obtained after completion of the required Dallas ISD Bond Program's Safety Orientation provided by the Bond Program's Safety Department. Replacement of the safety orientation sticker must be requested through the Dallas ISD Bond Safety Director or designee. Please see Attachment I for the Dallas ISD Orientation location and schedule.

5.3 Campus Readiness

Campus Readiness is a checkpoint/documented safety inspection that must be completed prior to the start and/or return of campus staff and students to ensure the sustainability of proper separation of all areas and conditions affected by construction activities.

The effectiveness of this checkpoint depends heavily upon the active participation and cooperation of all General Contractors, their employees, engineers, project managers, inspectors, supervisors, and Subcontractors of any tier.

The General Contractor must submit a completed copy of the Campus Readiness Form as EXHIBIT A to the Owner's Representative one (1) working day prior to the return or arrival of campus staff and students, as made part of the Construction Minimum Safety Program Guidelines. Campus Readiness Forms must include photographs as confirmation of existing site-conditions. Guidelines for ensuring a consistent approach to this checkpoint are as follows:

(1) Ensure all areas affected by construction are properly separated from staff, students, and the general public.
(2) A completed copy of the Campus Readiness Form, along with photographs of each affected area must be provided to the Owner's Representative one (1) working day prior to the return of staff and students.
(3) Communicate the significance of adequate separation of construction activities to all contractors of any tier.
(4) A follow-up inspection must be conducted to ensure proper separation of construction activities remain constant.

5.4 Protecting the General Public

Every precaution must be taken to prevent injury to pedestrians or damage to the property of others. The public must be considered as any person not employed by the General Contractor or Subcontractor of any tier.

Among the precautions to be taken are the following:

a) Work must be performed in a public area only when specified by the Contract or the District in writing
b) Every step necessary must be taken to protect and maintain work areas that interface with public sidewalks, building entrances (lobbies, corridors, aisles, etc.), stairways, and roadways.
c) This protection must include but not be limited to installing and maintaining the appropriate barricades, fences, guardrails, overhead protection, partitions, signs, shields, which must be adequately visible. Protection against any additional harmful exposure must also be provided.
d) All travel ways, access, emergency exits, and egress points must always be maintained clear of obstructions.
e) Warning signs are to be conspicuously positioned and a flag person must be assigned when moving equipment that may encounter pedestrians or private vehicles.

f) Overhead protection must be in accordance with the laws of the jurisdiction where the project resides.

g) Each project work area must be protected by a fence constructed of wood or metal and stand at least six (6) feet high to prevent incidental public entry.

h) Fences from construction areas should separate all playgrounds.

i) All fencing must be inspected daily, and repairs made where necessary to prevent unauthorized access.

j) Guardrails must be made of rigid materials and comply with OSHA regulations.

k) Barricades for the general public and/or public roadways must always be secured against accidental displacement and in place, except when temporary removal is required. At such times, a trained flag person must be assigned to control the unprotected area.

l) Should a permanent sidewalk require obstruction or removal, a temporary alternative pedestrian walkway must be provided. Guardrails must be installed on both sides of any temporary walkway that has a fall exposure.

m) When emergency exits must be re-routed, the General Contractor must provide the necessary signs, maps etc. that will show where the nearest emergency exits are located.

5.5 Work Performed Near Existing District Right-of-Way

For any construction equipment (such as cranes, concrete pump trucks, and back hoes) that could encroach on the District's operating right-of-way, the General Contractor must submit and obtain approval from the District for a plan describing the use of such equipment, and the necessary precautions to be taken to preclude any accidental encroachment on the right-of-way.

5.6 General Contractors

The Contractor is responsible for accident prevention and job-site safety. The extent to which these program objectives are met depends upon active management promotion and support of the Construction Minimum Safety Program Guidelines and the complete cooperation of Subcontractors, job site supervisors, and construction personnel in carrying out the following basic procedures:

a) All work must be pre-planned to minimize personal injury, property damage, and loss of production time.

b) General Contractors must maintain a system of prompt detection and correction of unsafe practices and conditions.

c) All Contractor and Subcontractor employees of any tier must successfully complete a site-specific orientation and indoctrination program as described in Section 5.9 of this manual.

d) Site records must be maintained to assure compliance with all OSHA, Federal, and State Regulations and the Construction Minimum Safety Program Guidelines. Site records must include, but not be limited to, the following:

(1) Weekly Toolbox Talk Meeting Agenda/Sign-in Sheets
(2) Incident Investigations
(3) Corrective Action Plan
(4) Worker Training Documentation
(5) Hazard Communication Program
(6) Fire Prevention Plan
(7) Silica Control Plan
(8) Campus Readiness
(9) OSHA 300 Logs
(10) Safety Inspection Reports
(11) Substance abuse program
(12) Site-Specific Orientation
(13) Daily Job hazard analysis (JHA)
(14) Daily Sign-in Sheets

e) General Contractor and Subcontractor safety representatives of any tier must attend at minimum one (1) documented monthly safety committee meeting.

f) Each General Contractor must send a company representative to attend monthly safety committee meetings, or more frequently, as may be required for unusual circumstances and situations.

g) General Contractors must ensure all Subcontractors of any tier comply with the established policies and procedures to ensure adequate compliance with all applicable Federal and/or State Laws and Standards.

h) The General Contractor must maintain a paper copy of the "Construction Minimum Safety Program Guidelines Manual" at each project site.

i) In the event of a conflict and/or ambiguity between various statutes or safety provisions, the stricter provision must apply.

j) The General Contractor must provide additional training when necessary for all its employees and must assure that each Subcontractor provides additional training when necessary for all of its employees. All training must be documented.

k) General Contractors must maintain a Daily Sign-in Sheet for the tracking of its construction workers in and out of the project each day.

NOTE: No requested advice from the representatives of Marsh Inc., Architect, Engineer, or the District must in any way relieve, alter, change, or amend any of the General Contractor's expressed, implied, or inherent legal and/or contractual obligations. Furthermore, the authority vested in the District and its designated representatives, including Marsh Inc. to act on matters regarding safety, must not in any way reduce the General Contractor's responsibility for safety and accident prevention. The District and its representatives, including Marsh Inc. are obligated only to notify the General Contractor of observed instances in which the General Contractor failed to fulfill their own obligations.

5.7 Site-Specific Safety Plan

Within fourteen calendar (14) days after the Notice of Award, but not later than the Preconstruction Conference, the General Contractor must submit a copy of the Site-Specific Safety Plan together with a letter of Management's Statement of Policy, signed by an officer of the company in relation to its contract, to the Owner's Representative and include all applicable criteria as listed in Attachment II (Site-Specific Safety Plan Guidelines) of this manual.

5.8 Work Areas

The General Contractor must provide a safe work area for its employees, Subcontractors of any tier, campus occupants, and the general public. The General Contractor may seek the District's assistance to resolve complex construction safety problems.

5.9 Site-Specific Safety Orientation

Prior to the start of work, each General Contractor and Subcontractor employee of any tier must receive a Site-Specific Safety Orientation. This orientation must be conducted by the General Contractor's Safety Representative and include project-specific safety requirements, protection of school children, public safety, proper use of personal protective equipment, and safe work practices.

a) Site-specific orientations must be no less than thirty **(30) minutes**.
b) To verify that the employee has received and understands this indoctrination, the employee must sign a "sign-in sheet", which the General Contractor must keep on file.
c) It is the responsibility of the General Contractor to ensure that non-English speaking employees receive these same instructions in a language they understand.

5.10 Jobsite Trailer Postings

On a weekly basis, the General Contractor must plan and execute its work with the utmost care and in coordination with the campus principal to not endanger the students' safety and to provide its Subcontractors with the most up to date project information available. To this end, the below items must be updated weekly and posted for Subcontractor's ready reference:

(1) The number of weeks remaining until Substantial Completion must be posted on the door.
(2) The Project Team's Contact List (phone numbers and email) must be posted on the door.
(3) A complete copy of the Operations Parameters must be posted on the wall.
(4) A colored copy of the General Contractor's GPR Report must be Posted on the wall and redlined anytime changes to utility locations are made.
(5) A Site Map showing the location of each utility shutdown valve must be posted on the wall.
(6) A copy of the project 's Baseline Schedule must be posted on the wall.
(7) A copy of the Three (3) Week Lookahead Schedule must be posted on the wall.
(8) A copy of the project's Phasing Plan must be posted on the wall.
(9) A hard copy of the last OAC Hand Outs must be posted on the wall.

(10) The Construction Drawings must be posted at the jobsite trailer and red lined weekly.

(11) A copy of the DISD Crisis Communication Guidelines Poster (Attachment III) must be posted on the wall.

5.11 General Contractor Project Manager

Responsibilities of the Project Manager must include, but are not limited to:

a) Plan and execute all work to comply with the stated objectives of the Construction Minimum Safety Program Guidelines Manual.

b) Comply with all the provisions of the contract dealing with safety and accident prevention requirements.

c) Require project and job superintendents, safety representatives, and project foremen to enforce the federal, state, and local safety codes and regulations.

d) Cooperate with the Owner's Representative.

e) Authorize necessary action to correct sub-standard safety conditions reported or observed.

f) Review and take necessary action with respect to safety matters through directives or personal interviews with superintendents, project foreman, and/or Subcontractors' management.

g) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.12 General Contractor Safety Representative

At the General Contractor's discretion, the Site-Superintendent or Project Foreman may serve in the capacity of Safety Representative if the individual selected to serve can perform the minimum criteria listed below for Safety Representative.

The designated Site Safety Representative must hold an OSHA 30hr (within five (5) years of completion) and a valid First Aid/CPR certification, and minimum of 3 years of experience managing on site safety responsibilities. The Site Safety Representative must not have any other duties than monitor all Subcontractor's compliancy with Federal, State, Local ordinances, in addition to the Minimum Construction Safety Guidelines and the Contractor's Safety Manual. Moreover, the Site-safety Representative must ensure all non-compliant conditions or unsafe behavior is immediately corrected.

NOTE: If the person designated is not able to successfully perform the minimum criteria listed for safety representative, an on-site full-time site safety may be required.

Responsibilities of the designated Safety Representative must include, but are not limited to:

a) Ensure that the Construction Minimum Safety Program Guidelines are carried out.
b) Monitor employee compliance with all jobsite rules and regulations and ensuring that the rules are improved as necessary.
c) Make daily safety inspections of jobsites and take necessary immediate corrective action to eliminate unsafe acts and conditions.
d) Ensure the OSHA 300 Form Accident Report is properly completed and distributed.
e) Review and assist when necessary, accidents and incidents to ensure that injured employees follow proper reporting procedures, and that Accident Investigation Reports are completed accurately. Where appropriate, recommend immediate corrective action to the project manager or superintendent.
f) Provide project foremen with appropriate material for use in conducting weekly "toolbox" safety meetings.
g) Periodically attend project foreman's "toolbox" safety meetings and evaluate their effectiveness.
h) Implement safety-training programs, for supervisors and employees as they apply to their specific responsibilities where the Safety Representative identifies a need.
i) Encourage programs for recognition of individual employee's safety efforts and their contribution toward improved work methods.
j) Responsible for the control and availability of the necessary safety equipment, including employee's personal protective equipment.
k) Coordinate safety activities with those of the District's personnel, the Safety Representatives of Subcontractors, and the Owner's Representative.
l) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.13 General Contractor Site-Superintendent

It is the responsibility of superintendents to provide constant and thorough supervision of ongoing activities including safety of its employees and the employees of all Subcontractors. The Contractor's Superintendent must hold an OSHA 30hr (within five (5) years of completion) and a valid First Aid/CPR certification.

Responsibilities of the Superintendent include, but are not limited to:

a) At minimum, one General Contractor representative who has been designated as Competent Person must be present while contractors of any tier are on-site.
b) Planning and executing all work as to comply with stated objectives of the Minimum Safety Program Guidelines Manual, and work with the Safety Representative to assure the effectiveness of the program.
c) Plan all work far enough in advance so that proper safety procedures and equipment can be provided before work begins.

d) Ensure that no unsafe conditions are created, i.e., poor housekeeping, removal of guardrails, etc.
e) Take immediate action to eliminate, correct, or resolve any unsafe conditions or unsafe acts, which are observed or discovered.
f) Ensure that periodic inspections of safety equipment and personal protective equipment is conducted and enforce the use of such equipment.
g) Ensure that injured employees obtain prompt medical attention.
h) Participate in the completion of supervisory accident investigation of all accidents and suggest ways to prevent similar accidents.
i) Periodically attend foreman's weekly "toolbox" safety meetings and evaluate their effectiveness.
j) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.14 Subcontractor Competent Person

Subcontractor Foremen/Competent Person(s) are an integral part of an effective safety program and the amount of effort they put into accident prevention on their daily assignments helps determine whether or not a good accident record is maintained. The Subcontractor's designated Competent Person must hold an OSHA 10hr (within five (5) years of completion) and a valid First Aid/CPR certification.

In accordance with 29 CFR 1926.32(f), a "Competent Person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has **authorization** to take prompt corrective measures to eliminate them."

Responsibilities of the Subcontractor Competent Person shall include, but are not limited to:

a) At minimum, one Subcontractor representative who has been designated as Competent Person must be present while work is being performed (work includes self-performing and/or its contractors of any tier).
b) Instruct employees, under their supervision, on safe work practices and work methods at the time of work assignments.
c) Competent Person(s) must be trained and certified in First Aid/CPR and possess an OSHA 10-hour certification within 5 years of the issuing date.
d) Report immediately to the Safety Representative and superintendent of any violations of project safety that cannot be immediately corrected.
e) Supply and enforce the use of proper protective equipment and suitable tools for the project.
f) Verify that no unsafe practices or conditions are allowed on any part of their job.
g) Acquaint their workers with all applicable safety requirements and enforce them.
h) Set a good example for their workers. Lead by example.

i) Participate in the investigation of accidents and incidents to determine facts necessary to take corrective action.

j) Supply information for completion of the Accident Report and Investigation Form (directed by the General Contractor's Safety Representative and/or project Superintendent).

k) See that prompt first aid is administered to injured employees.

l) Hold weekly "Toolbox Talk" safety meetings with their employees

m) Weekly "toolbox" safety meetings must include:

   (1) Discuss observed unsafe work practices or conditions and corrective action taken to prevent a similar incident or condition.

   (2) Review the accident experience of their crew.

   (3) Encourage safety suggestions from their employees and report them to the Safety Representative.

   (4) All safety meetings are to be documented and kept in job trailer for review if requested.

n) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.15 Safety Committee

Under the direction of the District, a safety committee will be appointed from the selected company safety representatives and management. This committee will meet on a monthly basis for review of any safety issues needing attention as well as for investigation of serious accidents that result in loss of life, injury to several workers or pedestrians, or a major property loss. All employees of any tier must cooperate when necessary with any safety committee investigation. The committee will submit a report to the District at the conclusion of the investigation.

5.16 Bond Safety Committee Meeting

Bond Safety Committee Meetings are held monthly at the Dallas ISD Bond Office and must consist of the General Contractor's Project Manager, Superintendent, Safety Representative, Insurance Carriers' Representative (when available), and a Safety Representative from each Program Manager and Contractor currently working on the Bond Program.

The purpose of the meetings must be to create awareness, improve communications, encourage feedback, and solve problems. The Contractor's Safety Representative must share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at such meetings.

5.17 Weekly Site-Safety "Toolbox Talk" Meetings

Toolbox talks are weekly project safety meetings used to reinforce safety basics, focus on high-risk scenarios, and to inform workers about changes to the jobsite and working conditions that may have occurred. General Contractors must discuss any near miss, accidents, or injuries that have occurred and how they could have been prevented.

a) The General Contractor and all Subcontractors are required to hold a minimum of **one 15-minute site-safety Toolbox Talk meeting per week**.
b) All workers on the project site, including site Project Management team members, must attend a weekly safety Toolbox Talks, which must be presented in English and all other languages that are natively spoken at the project.
c) The General Contractor's safety representative may deliver each talk to the entire project population or each Subcontractor's safety representative may deliver individual meetings to their specific trade and/or group.
d) The General Contractor's safety representative must periodically participate and review individual meetings to ensure effectiveness.
e) The General Contractor must collect and maintain copies of all sign-in sheets for every meeting.
f) Meetings must address appropriate topics for the current and future work operations and current site conditions. In addition, the General Contractor must communicate information discussed during the Monthly Bond Safety Committee Meeting, inspection results, and other project safety-related topics.

5.18 First Aid and Medical Treatment

Emergency "911" telephone number must be used for all accidents requiring the response of Emergency Medical Services, Fire Department or Police.

"First Aid" can be defined as the immediate or temporary care given to a person who is ill or who has been injured. Any person trained in first aid should be able to recognize life (or other physical) threatening conditions and take some effective action to help keep the victim alive and in the best possible condition until professional medical help arrives. CFR-1926.50

For each shift of operation, all General Contractors must have on-site supervisors who are formally trained and current on basic first aid and CPR. These supervisors will be expected to provide emergency medical first aid on their jobs for all employees but in no case will be designated as the "First Responder" for the project

a) First aid supplies must be readily accessible on each project site. The first aid cabinet/kit must always be adequately stocked.
b) All injuries are to be reported to the immediate supervisor, no matter how minor. Treatment will be administered, and a report made of the injury. The employee's supervisor is responsible for making arrangements to transport the employee to and from the closest medical clinic/hospital.

c) Under no circumstances must the employee be allowed to drive him or herself to the medical clinic/hospital. All seriously injured personnel will be transported by ambulance to the nearest hospital.
d) All employees must notify their supervisor prior to leaving the site because of illness or injury.
e) If any employee obtains medical treatment without prior notification to the superintendent, the employee must notify the superintendent at the start of the next scheduled workday.
f) Prior to returning to work after treatment by a physician for a work-related injury, the employee must present a return-to-work form from the treating physician.

5.19 Incident Investigations

When an accident or near miss with major potential for a loss occurs, the supervisor of the crew(s) involved must perform an accident investigation. After the root cause has been identified and recommendations for corrective action have been determined, a procedure may be implemented to prevent a similar incident from occurring again.

5.20 Substance Abuse

Dallas Independent School District (Dallas ISD) is committed to the establishment and maintenance of a safe and efficient work environment for all personnel, free from the effects of alcohol, illegal drugs, and other controlled substances.

5.20.1 Policy:

District prohibits on their property, the use, possession, concealment, transportation, promotion, or sale of any of the following:

(1) Alcoholic beverages.
(2) Marijuana and other illegal drugs
(3) Look-a-likes and designer drugs
(4) Drug paraphernalia
(5) Controlled substances such as medications when usage is abused or when the substance is possessed without proper prescription labeling.

All person(s) directly or indirectly involved with the 2015 or 2020 Bond program, must not be under the influence of any of the above substances while on Dallas ISD property or to use, possess, conceal, transport, promote or sell any of the above substances will be grounds for disciplinary action, up to and including removal from the Bond program.

5.20.2 Other Controlled Items

Dallas ISD prohibits the use, possession, concealment, transportation, promotion, or sale of the following controlled items:

(1) Firearms, weapons, and ammunition (except when authorized for security reasons)
(2) Switchblades

(3) Unauthorized explosives including fireworks

(4) Stolen Property

5.20.3 General Contractor Requirements

General Contractors, including its Subcontractors of any tier, must employ a workforce free of the influence or possession of illegal drugs or alcohol while on District's property.

a) As a condition of employment, employees must submit to substance abuse screening (five-panel drug screening) and breath alcohol testing for Pre-employment, Post-accident/Incident, Just-cause, Random selection, and Return to work.

b) The Contractor must pay for all costs associated with a NIDA-approved laboratory to conduct substance abuse testing and breath alcohol testing.

c) All General Contractors and Subcontractors are responsible for reporting to the Bond Program Safety Manager any incidents in violation of the substance abuse program and the disposition of the violation. The Owner or its designee must reserve the right, but not the obligation, to order the Contractor to send a worker home for the day, or to remove a worker from any Bond Program Project, for his/her failure to comply with anti-substance abuse policies, and the Contractor must promptly comply with all such orders.

d) General Contractors and Subcontractors of any tier must declare one (1) or more employees to be its designated Competent Person.

e) The designated Competent Person must be dedicated to the Project for on-site safety responsibilities and must be on the project site when any part of the applicable General Contractor's or Subcontractor's work is being performed.

5.20.4 Definitions:

Property must refer to all land owned by the District, to all property thereon; buildings, structures, facilities, platforms, fixtures, tunnels, installations, and to all project vehicles, stationary or mobile equipment, whether owned or leased. This definition may also include other work locations while in the scope and course of employment on the District's Construction Projects.

5.21 Site Visitors and Group Tours

Normally there are no tours during a construction project. However, it is particularly important that a high degree of protection be afforded to all persons on authorized tours of construction worksites.

In the event a tour is authorized, the following instructions must be complied with, as applicable, by the General Contractor and those responsible for arranging such tours:

a) Tours must be scheduled prior to the start or after the end of the workday.

b) In all cases, the Program Manager and the Owner's Representative must be advised of any tour in a timely manner prior to the tour taking place.

c) Group tours must be cleared through the District, allowing maximum advance notice and in compliance with the District's policies and procedures. The District will coordinate the tour arrangements.

d) The General Contractor will coordinate the following with the individual or organization requesting the tour:

(1) Clothing: Visitors will be required to wear pants or slacks, shirt or blouse, and leather or work shoes. Sneakers, high-heeled shoes, and open toed shoes are prohibited.

(2) Minors: Persons under 18 years of age are not permitted on project tours.

(3) Protective Equipment: Hard hats, eye protection, earplugs, and other protective devices will be required, as necessary.

(4) Release and Hold Harmless Agreement: Each visitor must be required to sign a release and hold harmless agreement prior to the commencement of the tour. A sample Visitor's Release and Hold Harmless Agreement is contained in this Manual as Attachment IV.

(5) All visitors must comply with Contractor safety requirements.

(6) All visitors must be escorted by the job-site superintendent, Bond Program Safety Director, or their designated representatives.

e) Designated escorts must familiarize their group(s) with the hazards to be encountered on the tour prior to entering the project site.

f) District representatives, who visit or escort technical and official visitors in hazardous work areas, must notify the General Contractor in advance and must comply with all established construction safety procedures.

6. MINIMUM CONSTRUCTION SAFETY GUIDELINES

6.1 Safe Plan of Action (SPA) Guidelines

A Safe Plan of Action (SPA) is a site-specific comprehensive safety program which outlines what methods, procedures, and equipment will be used when engaged in any of the following nine (9) critical phases of work:

(1) Excavation
(2) Elevated Work
(3) Crane Operations
(4) Steel Erection
(5) Confined Space
(6) Pier Drilling
(7) Demolition
(8) Utility Shutdown
(9) Electrical Shutdown

It is critical that Contractors understand the importance of developing an effectively functioning Safe Plan of Action (SPA) that is pro-active and addresses the potential hazards and exposures to their employees, campus occupants, the public, and other trades within the affected areas.

a) SPA Documentation must be submitted to the Owner's Representative within **5-7 days** of any planned critical phases of work.
b) The General Contractor must assemble all criteria as listed on the SPA Cover Letter checklist for all critical phases of work.
c) The SPA Cover Letter checklist and its supporting documentation must be combined into a single PDF so that it is an exact electronic version of the physical document that must kept on-site.
d) The General Contractor Safety Manager must review, evaluate, and approve of the SPA for adherence to all applicable federal regulations and the DISD Construction Safety Program Guidelines prior to submitting a copy to the Owner's Representative and the commencement of work.
e) The Owner's Representative may review and respond. Any issues or deficiencies will require the General Contractor to revise and resubmit the document. If no deficiencies are noted, The General Contractor must then schedule the Pre-Work SPA Meeting.
f) The Pre-Work SPA Meeting will be a final review of the complete Cover Letter checklist criteria before proceeding with any planned work. SPA Pre-Work Meetings must be held in-person and on-site. At a minimum, the following persons must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

6.2 Repeating Scopes of Work

For repeating types of work that have already gone through the SPA review process, a separate submittal and review will not be required **ONLY** if **ALL** the following conditions have been met:

(1) The General Contractor Safety Manager has reviewed and approved the safety plan
(2) The work performed will be substantially similar to the scope of work as previously approved
(3) The Competent Person(s) listed on the documents has not changed
(4) The Sub Contractor crew list, training records, and certifications have not changed or expired

6.3 Job Hazard Analysis

Planning for the safety of personnel and equipment being used must begin with each phase of construction and continue through project completion. Contractors must plan the safety procedures to be followed for each phase of construction.

a) JHA's must be implemented on any task which may cause bodily injury, damage to property, or equipment e.g., crane lifts, redirecting of foot and or vehicle traffic, use of scaffolding, use of mobile aerial work platforms, and or any other task which pose a high risk.
b) A Job Hazard Analysis (JHA) is required prior of starting any work shift, equipment, or procedure that poses a significant potential for bodily injury and/or property damage.
c) The Job Hazard Analysis must be written by the performing Contractor and submitted to the General Contractor for approval.
d) Contractors must use EXHIBIT B (Job Hazard Analysis Worksheet) or its approved equivalent.
e) The General Contractor's Safety Representative in conjunction with the job site Supervisor is directly responsible for the development and implementation of Job Hazard Analysis (JHA).
f) Daily JHA Meetings must include the General Contractor and/or Subcontractors, their responsible job site supervisors (including the craft supervisor and craft Safety Representative), and any other responsible party who may contribute to the safety of the operation.
g) Employees involved with the project must be instructed of the hazards involved and methods required in eliminating those hazards, including emergency actions to be taken in the event of an accident.
h) Employees must be made aware of the procedures to be used and requirements of the JHA.
i) The JHA serves as an operating procedure and living documents that must be available to all personnel performing the work.
j) The General Contractor and Subcontractor's Safety Representative must retain a copy of all JHAs.

6.4 Personal Protective Equipment

Personal Protective Equipment (PPE) must be required for all persons on any construction site. The construction site is defined as any area within the project perimeter fence and interior renovation areas, excluding offices and office trailers.

PPE includes but is not limited to:

6.4.1 Hard Hats

All persons working, walking, or transiting the construction site must always wear an ANZI-Z-89 approved hardhat. Bump caps are prohibited. Any operation that requires an employee to wear face protection does not preclude the use of head protection. The face protection must be selected so that it can be used in conjunction with the required head protection.

6.4.2 Safety Vest

High visibility vests or high visibility upper body clothing (equivalent to ANSI Class 2 or greater as applicable) must be worn in the construction area. Primary work activities such as traffic control, excavations, rigging from ground level, exterior work at ground level or sub-ground level, earth moving operations, may require ANSI Class 3.

6.4.3 Eye Protection

Employees must wear ANZI Z-87 approved eye protection must be required when construction activities present a potential eye injury from flying debris, physical, chemical, or radiation agents.

6.4.4 Face protection

Face protection must be required when construction activities present a potential face injury from flying debris, physical, chemical, or radiation agents. Any operation that requires an employee to wear face protection does not preclude the use of eye protection. The eye protection must be selected so that it can be used in conjunction with the required face protection.

Any person working near or observing operations requiring additional or specialty eye protection must be equipped with the same type of eye protection that is required for that operation.

6.4.5 Hearing Protection

All contractors of any tier must implement a hearing conservation program when noise exposure is at or above 85 decibels averaged over 8 working hours, or an 8-hour time-weighted average.

6.4.6 Footwear

All employees and vendors in active work areas must wear substantial leather work shoes or work boots. Tennis shoes, sneakers, or other athletic footwear, flipflops, heels (1" +) or any open toe shoes are not acceptable footwear.

6.4.7 Clothing

All employees must be required to wear such additional protective clothing or equipment as required by the hazards involved with the tasks being performed.

a) All clothing should be in good repair, and not loose fitting or dragging in such a manner to pose a hazard from becoming entangled in equipment or machinery.
b) All button shirts will be buttoned or t-shirts with at least 4" sleeves must be worn at all times while on the jobsite. Tank tops, mesh shirts, sweatpants, shorts nor clothing displaying pornographic, or profanity will be allowed.
c) Long hair will be neatly kept under a hardhat as to prevent serious injury caused by entanglement.

6.4.8 Jewelry

No dangling jewelry must be permitted on work sites. Necklaces will be kept inside shirts to prevent possible entanglement in moving equipment and rotating machinery.

6.5 Hazard Communication

The General Contractor's Hazard Communication (Haz-Com) Program must be submitted to the Owner's Representative and made part of the General Contractor's Construction Safety Program and maintained on-site.

a) Contractors must provide all required training, control methods, personal protective equipment, and medical surveillance for its employees as required by OSHA 1926 Subpart Z. Training programs must ensure all employees can at a minimum:
    (1) Understand the program and can identify with hazardous chemicals.
    (2) Understand product-warning labels.
    (3) Know where Safety Data Sheets (SDS) are kept and can interpret them.
b) The General Contractor must maintain copies of Safety Data Sheets (SDS) for all chemicals to be used, stored, and/or maintained on any DISD Project prior to arrival or use.
c) All hazardous materials must be properly labeled per GHS and stored in accordance with applicable laws.
d) Contractors are responsible for proper disposal of hazardous waste in accordance with applicable laws and Environmental Requirements.
e) The General Contractor is responsible for ensuring work zones and potentially affected occupied areas are properly monitored for exposure to toxic and hazardous substances that workers or building occupants may be exposed to. Some examples include but are not limited to the following:
    (1) Asbestos
    (2) Lead
    (3) Hexavalent chromium
    (4) Beryllium
    (5) Silica
    (6) Mold

NOTE: It is the General Contractor's responsibility to monitor for these substances and to communicate with and protect building occupants if exposure is possible.

6.6 Respiratory Protection

When respirators are deemed necessary, the Contractor must have a respiratory program that complies with OSHA regulations. A copy of the Contractor's Respiratory Program must be submitted to the Owner's Representative and made part of the General Contractor's Construction Safety Program and maintained on-site.

a) Contractors of any tier must take all actions necessary to ensure air quality standards are met on the project and in its work areas. The employer shall evaluate emissions caused by their work processes (e.g., welding, running vehicles, etc.) and/or by the materials used.
b) When deemed necessary, employees must be fitted for and instructed in the proper use of respirators that will afford them the maximum protection for the environmental hazard in which they are working. Because of the extensive use of waterproofing, fireproofing, paints and welding processes, these areas may require constant monitoring

6.7 Fire Prevention

All Dallas ISD Schools Are Smoke and Tobacco Free.

The Fire Prevention and Protection Program will be determined for each project by the size and conditions at each project. The project superintendent must be responsible for the proper implementation and administration of the program giving due consideration to the availability of public Fire Departments and the type of work to be performed on the job.

The General Contractor's Site Fire Prevention and Protection Program must be submitted to the Owner's Representative made part of the General Contractor's Construction Safety Program and maintained on-site.

a) Ignition sources are not permitted in areas where flammable or explosives are stored or may be present and must be conspicuously posted: "NO SMOKING, MATCHES OR OPEN FLAMES."
b) Examples of ignition sources include, but are not limited to:
    (1) Smoking
    (2) Electrical cords that are damaged
    (3) Welding, torch cutting, and brazing
    (4) Vehicle engines and electric motors
    (5) Asphalt kettles
    (6) Hotplates
c) Fire Extinguishers of the appropriate type (A: B: C) must be provided, be placed conspicuously and sign posted.
d) Fire extinguishers will be maintained and inspected as required by Federal, State, and local regulations.

e) Fires and open flame devices must not be left unattended. Open burning for personal warming or trash disposal is prohibited.
f) All temporary heating devices must comply with all requirements of CFR 1926.154
g) All flammable liquids, e.g., gasoline, diesel, mixed gas, etc., must be labeled, stored, and dispensed from U.L. approved safety cans. The use or storge of plastic fuel containers is strictly prohibited.
h) Compressed gas cylinders, when not in use, will be secured in an upright position. Fuel and nonfuel cylinders must be separated by a minimum of 20 feet.
i) Flammables or Combustible liquids must not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
j) Outdoor Flammable Storage areas must not be within 20 feet of any building. Minimum distance will also be maintained between storage areas, property lines, streets, alleys, or public ways.
k) Outdoor Portable Tanks must not be stored within 20 feet of any building.
l) Each tank must be labeled: "(Contents of Tank) – Flammable, No Smoking"
m) At least one portable fire extinguisher will be located no less than 25 feet, and no further than 75 feet, from any flammable liquid storage area located outside.
n) All areas of the project must be kept free of accumulations of wood scraps, paper, and other combustible debris.
o) Trash dumpsters must be maintained a minimum of 50 feet away from buildings or other structures.
p) In areas where welding, torching, or any open flame activity is being conducted, a trained fire watch will be posted, and he/she will have no other duties. The fire watch will remain in the hot work location for a minimum of 30 minutes after hot work activities are completed to ensure that no hot areas are present.

6.8 Housekeeping

Housekeeping is a basic requirement to construction safety and must be of primary concern to every superintendent, supervisor, and foreman on the project. The maintenance of a safe, clean work area contributes not only to worker safety, and the elimination of fire hazards, but also to efficient low-cost production.

a) All General Contractor and Subcontractor employees of any tier must collect trash, construction debris, and dispose of daily.
b) All trash and debris must be placed in proper containers, properly stacked, or removed from the jobsite daily.
c) Walking aisles, roadways, and high foot-traffic areas must be kept clear at all times.
d) All welding leads, electrical cords, and torch hoses must be strung a minimum of 7 feet high or positioned so as not to create a tripping hazard.
e) Oily rags and any flammable debris must be placed in closed covered containers at the end of each shift, or otherwise properly disposed of.
f) Tools and materials must not be left where they will create a hazard for others.

g) Spilled liquids should be cleaned up immediately.
h) Toilets, wash-up facilities, and drinking water dispensers are to be kept clean and sanitary.
i) Protruding nails must be bent down or removed from boards, plywood, construction materials, etc.
j) Surplus materials must be returned to storage areas.

6.9 Silica Control

Contractors must reduce unacceptable dust levels either through engineering controls or other means. In either case, the Contractor must provide maximum protection for those exposed to dust. Contractors of any tier are responsible for controlling dust that:

(1) Might endanger the health of children, school staff, and employees.

(2) Creates a nuisance to the general public

6.10 Sanitation

The General Contractor is responsible for obtaining and maintaining an adequate number of portable toilets on the project, as well as areas for hand washing.

a) The total number and gender of all employees working on the jobsite must determine the number of portable toilets required.
b) The General Contractor must also provide or require its Subcontractors to provide potable water.
c) Toilets, wash-up facilities, and drinking water dispensers are to be kept clean and sanitary at all times.

6.11 Demolition and Site Clearance

The General Contractor must ensure the establishment of a written Demolition Procedure that adheres to OSHA, Federal, State, and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT C, and maintained on-site.

a) Prior to commencement of work, a competent person must conduct an engineering survey. This written survey will be considered the basis for an operational work plan.
b) All structures needing support must be braced.
c) All utilities including gas, water, electricity, etc. must be shut down. All pipe work must be purged of any hazardous materials, e.g., flammable, explosive, toxic, etc.
d) All debris chutes will be manufactured of appropriate materials and must be adequately guarded and/or protected.
e) Removal of asbestos, lead, and PCBs must only be conducted by licensed contractors.
f) Remediation activities must adhere to all OSHA, Federal, State, and local regulations.

6.12 Demolition Safe Plan of Action (SPA)

A Demolition Safe Plan of Action (SPA) is a site-specific comprehensive Demolition Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any demolition activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any demolition activity.

a) General Contractor must coordinate and conduct an on-site Demolition SPA pre-work meeting one week prior to any planned demolition activity. The Cover Letter (EXHIBIT C) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
b) The Demolition SPA pre-work meeting agenda must include discussion about the scope and review of any conditions that may pose a hazard to workers and/or campus occupants as it relates to the planned demolition activity.
c) To hold a Demolition SPA pre-work meeting, at a minimum, the following parties must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

6.13 Confined Space Entry

General Contractors must ensure the establishment of a written Confined Space Entry Procedure (when applicable) that adheres to OSHA Regulations. A copy of this procedure (when applicable) must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT D, and maintained on-site.

a) All personnel connected with any confined space operation must be adequately trained and confirmation of this training must be documented.
b) Confined Space Entry Permits must be used where necessary.
c) Air monitors, rescue tripods, full body harnesses, ventilation equipment, etc. must be available and used when deemed necessary by the General Contractor.

6.14 Confined Space Safe Plan of Action (SPA)

A Confined Space Safe Plan of Action (SPA) is a site-specific comprehensive Confined Space Entry Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any confined space entry. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any confined space entry.

a) The General Contractor must coordinate and conduct an on-site Confined Space SPA pre-work meeting 5-7 days prior to any planned confined space entry. The Cover Letter (EXHIBIT D) must be submitted along with a Safe Plan of Action (SPA). The safety

plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

b) The Confined Space SPA pre-work meeting agenda must include discussion about the scope and review of any conditions that may pose a hazard to workers and/or campus occupants as it relates to the planned confined space work.

c) To hold a Confined Space SPA pre-work meeting, at a minimum, the following parties must be present:

   (1) Sub-Contractor Competent Person

   (2) General Contractor Safety Representative

   (3) Owner's Representative [Optional]

6.15 Trenching and Excavations

The General Contractor must ensure the establishment of a written Trenching and Excavation Procedure that adheres to OSHA Regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT E, and maintained on-site.

a) The General Contractor must ensure trenching and/or excavation activities are not performed during regular school hours or near occupied school areas.

b) Prior to any excavation activity, the General Contractor Safety Representative or Superintendent must ensure the following:

   (1) Contact Texas811 (1-800-344-8377) for confirmation number.

   (2) Ground penetrating radar (GPR) **and** review of exiting plans must be performed as part of the underground utility locating methods. GPR reports must include an Underground Utility Location Survey/Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.

   (3) Potholing/hand digging is required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking.

c) The review of existing plans and any other reasonable efforts must be made to determine if any underground utilities (power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area.

d) As the excavation work approaches the location of any known utilities, the lines must be uncovered, using extreme caution not to disturb the lines, and adequate measures must be taken to protect the lines from damage while the work progresses.

e) All utilities known but not identified must be exposed by hand.

f) All excavation must be inspected daily by a competent person, or after heavy rain, or other change that may have caused a change in ground stability conditions. Any excavation greater than 20 feet must be designed by an engineer and a copy forwarded to the Bond Program Safety Manager for review.

g) Any personnel at the edge of a well, pit, shaft, and similar excavation six (6) feet or more in depth must be protected from falling by guardrail systems, barricades, or covers.

h) Where a guardrail system or barricade is infeasible, the use of personal fall arrest systems are required.

i) Any disturbed areas must be returned to existing and safe condition prior to departure.

j) If the Contractor must make a cut, cavity, trench, or depression in the Earth's surface formed by earth removal, it must comply with the applicable OSHA Regulations.

k) General Contractors must train, or require to be trained, those employees who will work in and around the excavation about the hazards, as required by OSHA, in the areas of daily inspections, soil testing, soil classifications, and protective or support systems.

6.16 Trenching and Excavation Safe Plan of Action (SPA)

A Trenching and Excavation Safe Plan of Action (SPA) is a site-specific comprehensive Trenching/Excavation Program which outlines what methods, procedures, and utility strike prevention efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any Trenching/Excavation work. Review and acceptance by the Contractor Safety Manager is required prior to submission and the start of work.

a) General Contractor must coordinate and conduct an on-site Trenching and Excavation SPA pre-dig meeting one week prior to any planned excavation or trenching (hand digging included). The Cover Letter (EXHIBIT E) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

b) The Trenching and Excavation SPA pre-work meeting agenda must include discussion about the scope and review of the existing underground utilities as it relates to the planned trenching/excavation. At the pre-dig meeting, the General Contractor must present a contingency plan regarding any utility struck during execution of such work.

c) To hold a Trenching and Excavation SPA pre-work meeting, at a minimum, the following parties must be present:

   (1) Sub-Contractor Competent Person

   (2) General Contractor Safety Representative

   (3) Owner's Representative [Optional]

NOTE: As defined by OSHA, an excavation as any man-made cut, cavity, trench, or depression in the Earth's surface formed by earth removal. A trench is defined as a narrow excavation (in relation to its length) made below the surface of the ground.

6.17 Pier Drilling

The General Contractor must ensure the establishment of a written Pier Drilling Procedure that adheres to OSHA Regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT F, and maintained on-site.

a) The Contractor must at no time perform any pier drilling activities during regular school hours or near occupied school areas.

b) Prior to any pier drilling activity, the General Contractor Safety Representative or Superintendent must ensure the following:

   (1) Contact Texas811 (1-800-344-8377) for confirmation number.

   (2) Ground penetrating radar (GPR) **and** review of exiting plans must be performed as part of the underground utility locating methods. GPR reports must include an Underground Utility Location Survey/Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.

   (3) Potholing/hand digging is required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking.

c) The review of existing plans and any other reasonable efforts must be made to determine if any underground utilities (power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area.

d) As the excavation work approaches the location of any known utilities, the lines must be uncovered, using extreme caution not to disturb the lines, and adequate measures must be taken to protect the lines from damage while the work progresses.

e) All utilities known but not identified must be exposed by hand.

f) Any personnel at the edge of a well, pit, shaft, and similar excavation six (6) feet or more in depth must be protected from falling by guardrail systems, barricades, or covers.

g) Where a guardrail system or barricade is infeasible, use of personal fall arrest systems are required.

h) Pier Drilling equipment must remain barricaded at all times and NOT be operated in occupied school areas.

i) Any disturbed areas must be returned to existing and safe condition prior to departure.

j) If the Contractor must make a cut, cavity, trench, or depression in the Earth's surface formed by earth removal, it must comply with the applicable OSHA Regulations.

k) General Contractors must train, or require to be trained, those employees who will work in and around the pier drilling operation about the hazards, as required by OSHA, in the areas of daily inspections, soil testing, soil classifications, and protective or support systems.

6.18 Pier Drilling Safe Plan of Action (SPA)

A Pier Drilling Safe Plan of Action (SPA) is a site-specific comprehensive Pier Drilling Program which outlines what methods, procedures, and utility strike prevention efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any Pier Drilling work. Review and acceptance by the General Contractor Safety Manager is required prior to submission and the start of work.

a) When working adjacent to any Pier six (6) feet in depth or greater, an appropriate means of fall protection must be provided.
b) General Contractor must coordinate and conduct an on-site Pier Drilling SPA pre-work meeting one week prior to any planned pier drilling. The Cover Letter (EXHIBIT F) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
c) The Pier Drilling SPA pre-work meeting agenda must include discussion about the scope and review of the existing underground utilities as it relates to the planned pier drilling operation. At the pre-work meeting, the General Contractor must present a contingency plan regarding any utility struck during the pier drilling of such work.
d) To hold a Pier Drilling SPA pre-work meeting, at a minimum, the following parties must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

6.19 Locating Utilities

Prior to any underground work being performed, all utilities within the area of work must be located. Safety representative must ensure that Texas811 (1-800-344-8377) has been notified, and Ground Penetrating Radar (GPR) **and** review of exiting plans is be performed as part of the underground utility locating methods and a confirmation number has been issued prior to any excavation.

a) The General Contractor must coordinate with the Program Manager Network or the Architect to have all utilities within the area of work located.
b) The contract specifications and drawings must be reviewed by the General Contractor for notations of utility companies that may not be a member of an underground service alert group. Those not members of an underground service alert group must be contacted directly.
c) All calls to the utility companies must be logged and retained by the General Contractor.
d) The General Contractor must visually check the area for signs indicating the possibility of recent underground relocation work by an outside entity.
e) The General Contractor must take all necessary steps to protect the utilities from damage.
f) Ground penetrating radar (GPR) must be performed as part of the underground utility locating methods prior to any excavation activity.

g) GPR reports must include an Underground Utility Location Survey or Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.

h) "Potholing" and/or hand digging must be required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking, prior to any planned excavation activity.

6.20 Utility and Electrical Shutdowns

Prior to any type of shutdown, re-energizing, re-pressurizing, or tie-in activities, the General Contractor is responsible for completing the Shutdown Notification Guidelines as outlined in Attachment V, along with the applicable safety submittal requirements outlines in this section.

a) The General Contractor or Subcontractor of any tier must at no time perform any type of power or other utility shutdown activities during regular school hours. Shutdowns are to be scheduled during weekends or extended breaks.

b) **10-Day Notice of Shutdown** – General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of the shutdown. Notification includes Dallas ISD Central Maintenance Office, A/E, Program Manager, and the Principal at each affected school.

c) Shutdown Authorization Form (EXHIBIT I) must be submitted to the Dallas ISD Bond Program Manager and Dallas ISD Project Manager for signatures of approval.

d) The General Contractor must ensure confirmation of readiness from affected Dallas ISD Departments (Including but not limited to HVAC, Kitchen, Fire Suppression, etc.) prior to any power or other utility shutdown activities.

e) When adding HVAC units, the General Contractor must notify the Project AE for approval of increased load

f) Prior to relocating any utility, Dallas ISD Sustainability Department must be notified.

6.21 Utility and Electric Shutdown Safe Plan of Action (SPA)

A Utility or Electrical Shutdown Safe Plan of Action (SPA) is a site-specific comprehensive Shutdown Program which outlines what methods, procedures, and contingency efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any power or other utility shutdown activities. Review and acceptance by the General Contractor Safety Manager is required prior to submission, and utility shutdown activities.

a) General Contractor must coordinate and conduct an on-site Shutdown pre-work meeting prior to any planned Utility or Electrical Shutdown. The applicable Cover Letter (EXHIBIT G **or** EXHIBIT H) must be submitted along with a Utility or Electrical Shutdown SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

b) The Utility or Electrical Shutdown SPA pre-work meeting agenda must include discussion about the scope and review of any existing or potential hazards and contingency efforts as it relates to the planned shutdown.

c) To hold an Electrical or Utility Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

6.22 Electrical Work

All electrical work for and throughout the course of any construction project must be provided and performed in accordance with the National Electric Code (NEC), and OSHA, 29 CFR 1926 Subpart K, 29 CFR 1926 Subpart V, NFPA 70E and NFPA 70.

a) All 120-volt single-phase 15 and 20 ampere receptacle outlets on construction sites, which are not a part of the permanent wiring of the building or structure and which are in use by employees, must have approved ground fault circuit interrupters (GFCI) for personal protection.
b) Receptacles on a two-wire single-phase portable or vehicle-mounted generator rated not more than 5 kw, when the circuit conductors are insulated from the generator frame and all other grounded surfaces, need not be protected with ground fault circuit interrupters.
c) Employees must be instructed to visually inspect each cord set, plug, and receptacle of cord sets, temporary lighting and all equipment connected by the cord and plug before each day's use for external defects and/or damage. When there is evidence of damage, the damaged item must be taken out of service, tagged until tested, and required repairs made or the item is replaced.
d) No work must not be performed on any energized electrical circuit, busbars, equipment, or panels unless an approved written work plan in accordance with NFPA 70E and submittal for review prior to performance of work. If energized work is required during commissioning, troubleshooting, and/or maintenance work must be performed under an energized electrical permit and the requirements of NFPA 70E.
e) Panel Covers must be kept in place whenever any panel is energized.
f) All Electrical Systems must be inspected and maintained on a regular basis.

6.23 Lockout/Tagout (LOTO)

A Lockout/Tagout procedure must be in place in accordance with OSHA 29 CFR 1926.417 and 1910.147 whenever performing inspections, maintenance, repairs, and modifications to equipment, machinery or electrical systems where unexpected release of energy or stored energy could create an injury. A Site LOTO log must be maintained and posted within the GC trailer and/or jobsite officing area.

Electrical box panels, even during breaks, must not be left exposed. Exposed boxes must be physically covered with the panel cover, and areas must be protected with barricades if necessary.

6.24 Electrical Power Lines

All electrical power line must be considered energized until the person owning such line or operating official of the electrical utility supplying the line assures that it is not energized, and it has been visibly grounded.

a) Operations adjacent to power lines are prohibited unless at least one of the following conditions is satisfied:
   (1) Power has been shut off and positive means taken to prevent the lines from being energized (Lock out/Tag out).
   (2) Equipment, or any part, should not have the capability of coming within the minimum clearance of energized overhead lines. As specified in OSHA Regulations, the equipment must be positioned and blocked to ensure no part, including cables, can come within the minimum clearances. A notice of the minimum required clearance must be posted at the operator's position.

6.25 Fall Prevention and Protection

General Contractors are responsible for implementing the requirements to achieve fall protection in accordance with all OSHA, Federal, State, and local regulations, this Manual, and must ensure each Subcontractor meets those requirements. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as, EXHIBIT J and maintained on-site.

a) All personnel regardless of craft working at a height of six (6) feet or greater above a lower level, and not protected by standard guardrails or other means must use an appropriate means of fall protection. The fall protection system selected should provide the employees the best means of protection while allowing the employees as much mobility as possible.
b) All employees working where there is a danger of falling must use approved fall protection equipment or devices. Fall protection is required.
c) The employer must prepare a written training program to ensure that each employee who might be exposed to a fall hazard is knowledgeable of the Fall Protection Program requirements. Training documentation must be retained and kept on file at the jobsite.
d) The Fall Protection Program must detail in writing when fall protection is required and exactly how this protection is to be provided. Sketches may be used to assist in the fall protection definition. This written program is required for any General Contractor or Subcontractor of any tier exposing workers to falls six (6) feet or greater above a lower level.
e) Employees must also be trained on the proper wearing, use, and limitations of personal Fall Protection and Arresting Device Systems. Training documentation must be retained and kept on file at the jobsite.
f) Fall arrest systems must be rigged such that an employee can neither free fall more than six (6) feet, nor contact any lower level.
g) Connecting two snap hooks together, as the possibility of a "roll-out" exists, must not be used to lengthen lanyards.

h) All harnesses and lanyards must be inspected frequently by the General Contractor and/or Subcontractor Competent Person. Regular inspections for wear, damage, or corrosion is a daily requirement. Damaged or defective equipment must be removed from service by the responsible Contractor or General Contractor and be destroyed to eliminate the possibility of using at a later date.

i) The employer must assure that a Competent Person, qualified in the following areas, has trained each employee as necessary:

   (1) Complete understanding of all Federal, State, and Local Fall Protection Regulations.

   (2) The nature of fall hazards in the work area.

   (3) The correct procedures for erecting, maintaining, disassembling, and inspecting fall protection systems to be used.

   (4) The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used.

   (5) The role of each employee in the safety monitoring system (when this system is used).

6.26 Elevated Work Safe Plan of Action (SPA)

An Elevated Work Safe Plan of Action (SPA) is a site-specific comprehensive Fall Protection Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any employee exposure at an elevation of six (6) feet or greater. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or employee exposure.

a) General Contractors must coordinate and conduct an on-site Elevated Work SPA pre-work meeting one week prior to any planned elevated work six (6) feet or more from a lower level. The Cover Letter (EXHIBIT J) must be submitted along with an Elevated Work SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

b) The Elevated Work SPA pre-meeting agenda must include discussion about the scope and review of any existing and/or potential fall hazards as it relates to the planned elevated work.

c) To hold an Elevated Work SPA pre-work meeting, at a minimum, the following parties must be present:

   (1) Sub-Contractor Competent Person

   (2) General Contractor Safety Representative

   (3) Owner's Representative [Optional]

6.27 Roofing

No roofing work, regardless of the extent, is to be done over an occupied area. No other work will be allowed over an occupied area if it requires access to the roof. This includes, but is not limited to coring, drilling, or installation of electrical and plumbing pipe, Roof blocking, curb construction or reconstruction, flashing etc.

The intent is to restrict the activity that may cause a hazard to the occupants below. Inspections and maintenance activities are allowed as long as it does not involve significant work that might fall into the realm of the aforementioned hazard.

NOTE: An Elevated Work SPA (EXHIBIT J) may be required for roof work six (6) feet or grater in height or above a lower level.

6.28 Melting Kettles

Before firing a kettle (following the manufacturer's instructions), employees must check hoses, gauges, fuel tanks, bumpers, and other equipment for defects and make sure the lid fits tightly. Burners should not be ignited near fuel or flammable materials. All kettles must be equipped with after-burner devices.

a) Other workers who may be working on the roof should keep clear of the kettle workers and their equipment.
b) Work areas where melting kettles are in use will be barricaded off at a minimum distance of twenty-five (25) feet from other work areas.
c) No combustible materials, including insulation and bitumen, should be stored near the kettle.
d) Kettles should not be placed directly on combustible roofs. When it is necessary to place a kettle on such roofs, noncombustible surfaces must be placed under the kettle.
e) Heating devices or melting kettles should be placed on a level, firm foundation and protected against traffic, accidental tipping, or similar hazards.
f) A minimum of three (3) 20 lb. (A: B:C) dry chemical fire extinguishers must be provided for each kettle and tanker operation, each open flame torching operation, and each work crew using mechanical equipment, power tools, hot bitumen, or flammable liquids.
g) Travel distance from the kettle work area to the nearest fire extinguisher must be located within twenty-five (25) feet, on opposite sides of the kettle. These extinguishers shall be readily accessible at all times in case of an emergency.
h) Hot kettles should never be left unattended, **even during lunch periods**. The kettle covers should be readily available and fit tightly. All kettle workers should know how to put out a kettle fire.
i) Before refueling, burners and engines must be safely shut down and allowed to cool.
j) A non-combustible surface must be available on which to put a burner when removed from the kettle.
k) Enclosed areas in which hot substances are being heated or applied should be properly ventilated.

l) Hoisting equipment should be used to raise bitumen to the roof. Hot bitumen should never be carried up ladders. The hoisting equipment must be strong enough to hoist the load and be properly secured.

m) Employees must know the proper way to pick up a bucket and not jerk or kick a bucket that is stuck to a roof.

n) At the conclusion of work, roofing mops should be “fanned out” onto a noncombustible surface to minimize the chance of spontaneous ignition.

6.29 Scaffolding

The erection, alteration or moving, of any scaffolding system or work platform must be performed under the direction of a designated "Competent Person."

a) Guardrails, mid-rails, and toe-boards must be installed on all open sides of scaffolds. This guardrail system should be constructed from components furnished by the manufacturer.

b) Unauthorized personnel must not alter scaffolds or work platforms.

c) Guardrails are required for all scaffolding greater than six (6) feet in height. All employees working on scaffolds 6 ft. or higher must have adequate means of fall protection.

d) Where uplift may occur, scaffold planks must be cleated or secured and must extend over the end supports by at least 6 inches but not by more than 12 inches.

e) A competent person must visually inspect all scaffold members before each use. Damaged scaffold members must be removed from service immediately.

f) Access ladders must be provided for each scaffold in accordance with OSHA 1926.450.

g) Adequate mudsills and/or base plates or other rigid footing, capable of withstanding the maximum intended load, must be provided.

h) Scaffolds must be tied off to the building or structure at intervals in accordance with OSHA 1926.450.

i) Scaffolds must not be overloaded. Materials shall be brought up as needed. Excess materials and scrap must be removed from the scaffold when work is completed.

j) Barrels, boxes, kegs, horses, ladders, loose tile blocks, loose piles of bricks, or other unstable objects must not be used as work platforms or mounted on top of other work platforms.

k) Where persons are required to work or pass under a scaffold, a screen of 18 gauges, 1/2-inch wire mesh or equivalent protection is required between the toe boards and the guardrail.

l) Overhead protection is required if employees working on scaffolds are exposed to overhead hazards.

NOTE: An Elevated Work SPA (EXHIBIT J) may be required for scaffolding systems six (6) feet or grater in height or above a lower level.

6.30 Floor and Wall Openings

As defined by OSHA, a hole constitutes as any gap or void two (2) inches or more in its least dimension, in a floor, roof, or other walking/working surface. Hole covers must be capable of supporting without failure, at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time.

6.30.1 General

a) All floor holes and openings into which persons can accidentally walk or fall through must be guarded by a physical barrier or cover, secured, and labeled, "HOLE COVER – DO NOT REMOVE", or protected by a standard guardrail system.

b) Wall openings, from which there is a drop of more than 6 feet, and where the bottom of the opening is less than 42 inches above the working surface, must be guarded with a top rail, mid-rail, and toe board.

c) A standard guardrail system or perimeter cable must guard every open-sided floor or platform 6 feet or more above the adjacent floor or ground level.

d) When it is necessary to work inside the barricade around a floor opening, or building edge, workers must wear and use a Personal Fall Arrest System, which must be tied off.

6.30.2 Guardrails

a) Top rails and mid-rails protecting all work areas 4 feet or more in height must be smooth surfaced throughout their length and have a vertical height of 42 inches. Midrails must be halfway between the toprails and the floor, platform, runway, or ramp. Synthetic or natural fiber ropes must not be used as top-rails or mid-rails.

b) Wire rope, when used as top-rails or mid-rails, must be free of sharp edges, burrs, or projections which may be a hazard. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point on the top rail must not exceed 3 inches in one direction, which includes the free hanging sag in the wire rope. Support posts must not be positioned more than eight (8) feet apart.

c) Wood top railing must be at least 2 x 4-inch stock or equivalent. Wood railing posts must be of at least 2 x 4-inch lumber spaced not to exceed 8 feet. Mid-rails must be at least 1 x 6-inch stock or equivalent. Toe boards must be 1 x 4-inch lumber or equivalent and securely fastened.

d) When materials are piled to such a height that a standard toe board does not provide protection, paneling, or screening from the floor to top-rail or mid-rails must be provided.

e) All guardrails and handrails must be inspected daily and repaired immediately, as needed.

6.31 Stairways and Ladders

6.31.1 Ladders

a) Manufactured ladders must be at minimum Type 1A rated (300lb.)
b) Portable aluminum ladders shall be prohibited.
c) All job-made wooden ladders and stairs, regardless of height, must be constructed according to OSHA and ANSI specifications.
d) Extension ladders must not exceed forty-four (44) feet in length.
e) Stepladders must not exceed twenty (20) feet in length.
f) Single cleat ladders must not exceed thirty (30) feet in length.
g) Double cleat ladder must not exceed a maximum length of twenty-four (24) feet.
h) Workers must maintain three points of contact, with the ladder, while ascending or descending and always face the ladder; Hands must be free of tools and materials.
i) Fixed Ladders: Fall protection must be provided for employees climbing or working from fixed ladders above twenty-four (24) feet. A fixed ladder is a ladder that cannot be readily moved or carried because it is an integral part of a building, structure, or scaffolding system.

6.31.2 Stairways

a) Stairs having 4 or more risers must have its sides protected by a standard handrail system.
b) All job-made wooden ladders and stairs, regardless of height, must be constructed according to OSHA and ANSI specifications.
c) On temporary stairways, for every 12 feet of vertical riser, there must be a landing platform, and:
    (1) Stairs must be at least 24 inches wide and equipped with treads and handrails.
    (2) Temporary stairs must have a 30-inch-wide landing for every 12 feet of vertical rise.
    (3) Stairs must be properly illuminated (5 footcandles).
    (4) Stairways, ramps, or ladders must be provided at all points where a break in elevation of 19 inches or more occurs in a frequently traveled passageway, entry, or exit.
d) Where permanent stairways are not installed, concurrently with the construction of each floor, a temporary stairway must be provided to the work level. Joints must be locked together by lock pins, bolts, or equivalent fastenings.
e) Handrails must be of construction similar to a standard guardrail. All handrails and railings must be provided with a clearance of approximately 3 inches between the handrail or railing and any other object.
f) Handrails must be not more than 37 inches or less than 30 inches from upper surface of handrail to surface of tread. Handrails must also be in line with the face of the riser, or to the surface of the ramp.

6.32 Crane Operations

A Crane Operations Safe Plan of Action (SPA) pre-operational meeting is required to review the appropriate lift plan prior to making any Critical lift, Major lift, or Standard lift. It should never be assumed that any member of the crew is aware of all aspects of the lift, and therefore all aspects of the lift plan should be reviewed.

a) The General Contractor must ensure that its Subcontractors meet the requirements set forth by ASME B30.5.2011 and OSHA 29 CFR Subpart CC.

b) The following documentation must be available inside of the cab, before crane is placed into service:

   (1) current monthly inspection

   (2) Manufacturer’s load chart

   (3) Manufacturer’s operating manual.

c) All cranes must receive regular, thorough, and periodic inspections, in accordance with the manufacturer's recommendations or applicable governing standards. All defects noted during any crane inspection must be corrected, prior to use.

d) All cranes must be used in accordance with manufacturer guidelines.

e) Cranes must never be operated in excess of its rated capacity.

f) Contractors must not use a crane to lift/lower and/or suspend personnel in man baskets or work platforms. Any exception to this rule must be cleared through the Contractor's project manager or superintendent.

g) All rigging equipment (i.e., slings, softeners, bridles, blocking cables, etc.) must be inspected prior to use and documented monthly.

h) The General Contractor must ensure that crane and wire rope inspections are performed and that daily, monthly, quarterly, and annual logs are maintained. Crane Inspection Record is included as EXHIBIT K (equivalent form(s) may be utilized).

i) All rigging must be kept in good condition, working load limit capacities properly identified, and properly stored when not in use.

j) All Rigging work must only be done by qualified riggers.

k) Booms and/or suspended loads must not be allowed to pass over playground or other school property when students and/or staff are present in these areas.

l) Safety hooks must be used on all operations where loads are being handled.

m) All suspended loads must be controlled by tag lines of enough length to control the load.

n) All signal persons must:

   (1) Receive proper signaling training.

   (2) Never allow a suspended load to pass over or come within ten (10) feet of power lines.

   (3) Never allow a suspended load to pass over, nor any individual to pass under, a suspended load.

   (4) Be in constant view and communication with the crane operator. Constant communications include proper hand signals and/or radio communications.

(5) Make daily general inspections of the crane prior to use and maintain a log of these inspections. The Operator, or other qualified person may also conduct the daily inspection.

o) All crane operators must:
   (1) Be thoroughly trained and must have related experience,
   (2) Be familiar with safe crane practices and procedures.
   (3) Have a complete understanding of all manuals, including maintenance and operating instructions provided for the specific crane in use.
   (4) Have no physical, visual, or mental reactions or impairments that will affect the safe operations of the assigned crane.

p) The crane operator and crew must not engage in any practice such as cell phone usage during crane operations that could divert their attention.

q) For all Dallas ISD property that lies within an Airport Control Zone (within 5 miles of any airport) the General Contractor will ensure that the crane's boom lighting, flagging, raising, and lowering comply with FFA rules.

r) To provide clearance for air traffic, all booms must be below 175 feet above ground level (AGL) during the hours of sunset to sunrise. However, if this is not possible and temporary construction cranes are left up during this time period or utilized in support of construction activities, then all cranes must have lighting in accordance with FFA Advisory Circulation 70/7460-1, "Obstruction Marking and Lighting."

6.33 Crane Operations Safe Plan of Action (SPA)

A Crane Operations Safe Plan of Action (SPA) is a site-specific comprehensive crane lift plan which outlines what methods, procedures, and equipment will be used in its plan. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any crane activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission.

a) Any changes in site conditions that could affect the safe operation of the crane must be evaluated and included within the SPA; this plan must be approved by a qualified person.

b) General Contractor must coordinate and conduct an on-site Crane Operations SPA pre-work meeting one week prior to any planned crane activity. The Cover Letter (EXHIBIT K) must be submitted along with a Crane Operations SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

c) Prior to any crane activity, the General Contractor must submit, to the Bond Program Safety Director, or designee:
   (1) A copy of the crane certification and documentation of the most recent annual inspection prior to crane use.
   (2) Crane certificate of insurance
   (3) A copy of the annual crane inspection as well as current maintenance reports.
   (4) Crane Operator certification
   (5) Crane Operator medical card

(6) Crane Location plan that identifies known hazards for underground and overhead crane operations, and where the crane is approved or not approved to operate.

(7) Any changes in site conditions that could affect the safe operation of the crane; this plan must be approved by a qualified person.

(8) Rigger and/or Signal Person's training records

(9) Job Hazard Analysis

d) To hold a Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:

(1) Sub-Contractor Competent Person

(2) General Contractor Safety Representative

(3) Owner's Representative [Optional]

6.34 Steel Erection

Structural stability must be maintained at all times during the steel erection process. The General Contractor must ensure the establishment of a written Steel Erection Procedure that adheres to OSHA, Federal, State, and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT L, and maintained on-site.

6.34.1 Site Layout and Construction Sequence

General Contractors must provide erectors with a site layout/map which includes, but is not limited to:

(1) Pre-planned routes for hoisting loads

(2) Pre-planned routes for delivering material, equipment, etc.

(3) Material staging area(s)

(4) Known hazards that may affect underground and/or overhead operations.

6.34.2 Structural Steel Assembly

In addition to the items listed in this section, all contractors of any tier must comply with all federal, state, and local requirements, including those in other sections of this safety manual. All contactors must be required to comply with all parts of these requirements based on their scope of work.

a) Contractors of any tier must not erect steel until receiving a written certification of proper curing of the concrete in the footings, piers, walls, etc. is of sufficient strength to support the loads imposed during steel erection.

b) Prior to the erection of any column, the General Contractor must provide written notification to the steel erector if there has been any repair, replacement, or modification of the anchor rods (anchor bolts) of that column.

6.34.3 Hoisting and Rigging

Contractors of any tier must use qualified riggers during hoisting activities for assembly and disassembly work (29 CFR 1926.1404(r)(1)). Additionally, qualified riggers are required

whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure (29 CFR 1926.1425(c)).

a) All Rigging and Signal person(s) must be properly trained in accordance with all Federal, State, and local regulations.
b) Free rigging is the practice of attaching ropes, chains, or slings to a telehandler/forklift tine(s) for the purpose of lifting and moving. Free rigging must not be permitted without the telehandler/forklift manufacturer's letter of approval.
c) Exposure to overhead loads must be minimized through pre-planned routes for hoisting loads and/or other contracting personnel who may be transiting the jobsite.
d) Any procedure(s) for multiple rigging lifts (Christmas-treeing) is prohibited.
e) General Contractors must pre-plan site-specific work practices regarding safely landing loads while maintaining proper protection from fall hazards.

6.34.4 Column Anchorage and Double Connections

Columns must be set on level finished floors, pre-grouted leveling plates, leveling nuts, or shim packs which are adequate to transfer the construction loads.

a) All columns must be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it must be installed.
b) All columns must be anchored by a minimum of 4 anchor rods (anchor bolts).
c) Anchor rods (anchor bolts) must not be repaired, replaced, or field-modified without the approval of the project structural engineer of record.
d) When two structural members on opposite sides of a column web, or a beam web over a column, are connected sharing common connection holes, at least one bolt with its wrench-tight nut must remain connected to the first member unless a shop-attached or field-attached seat or equivalent connection device is supplied with the member to secure the first member and prevent the column from being displaced (See Appendix H of 29 CFR 1926 subpart R for examples of equivalent connection devices).

6.34.5 Falling Object Protection

a) All materials, equipment, and tools, which are not in use while aloft, must be secured against accidental displacement.
b) The General Contractor must bar any construction processes below steel erection activities unless overhead protection for the employees below is provided.

6.34.6 Fall Protection

Each employee engaged in any steel erection activity who is on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level must be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, positioning device systems, or fall restraint systems.

a) A safety railing of 1/4-inch wire rope, or equal, must be installed approximately 42 inches high, around the periphery of a temporary planked or metal deck floor during structural steel erection. This wire rope must be flagged every six (6) feet.

b) Wire rope should be securely fastened yet allow for temporary removal in order to land materials.

6.34.7 Controlled Decking Zone (CDZ)

A controlled decking zone may be established in the area of the structure over fifteen (15) feet and up to thirty (30) feet above a lower level where metal decking is initially being installed and forms the leading edge of a work area. In each CDZ, the following must apply:

a) Each employee working at the leading edge within a CDZ must be protected from fall hazards six (6) feet or greater above a lower level.
b) Access to a CDZ must be limited to only those employees engaged in leading edge work.
c) The boundaries of a CDZ must be designated and clearly marked. The CDZ must not be more than ninety (90) feet wide and ninety (90) feet deep from any leading edge. The CDZ must be marked by the use of control lines or the equivalent. (Examples of acceptable procedures for demarcating CDZ's can be found in Appendix D of 29 CRF 1926 subpart R).
d) Each employee working in a CDZ must have completed CDZ training in accordance with 29 CFR 1926.761.
e) Unsecured decking in a CDZ must not exceed three thousand (3,000) square feet.
f) Safety deck attachments must be performed in the CDZ from the leading edge back to the control line and must have at least two attachments for each metal decking panel.
g) Final deck attachments and installation of shear connectors must not be performed in the CDZ.

6.34.8 Training

Each employee engaged in any steel erection activity who is on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level must be trained and instructed, but not limited to, the following areas:

a) Have completed connector training in accordance with 29 CFR 1926.761
b) Each employee working in a CDZ must have completed CDZ training in accordance with 29 CFR 1926.761.
c) The recognition and identification of fall hazards in the work area.
d) The use and operation of protective systems, such as guardrail systems, personal fall-arrest systems, positioning-device systems, fall- restraint systems, safety-net systems, and other protection to be used.
e) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used.
f) Procedures for protection from falls to lower levels and into holes and openings in walking/working surfaces and walls.

6.35 Steel Erection Safe Plan of Action (SPA)

A Steel Erection Safe Plan of Action (SPA) is a comprehensive site-specific steel erection plan which outlines key erection elements such as methods, procedures, and equipment that will be utilized during all phases of the steel erection operation. This evaluation and plan must be in writing and must be submitted to the Owner's Representative prior to any steel erection activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any employee engagement with this activity.

a) General Contractors must coordinate and conduct an on-site Steel Erection SPA pre-work meeting one week prior to any engagement of steel erection activities. The Cover Letter (EXHIBIT L) must be submitted along with a Steel Erection SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
b) The Steel Erection SPA pre-meeting agenda must include discussion about the scope and review of any existing and/or potential hazards as it relates to the planned scope of work.
c) To hold a Steel Erection SPA pre-work meeting, at a minimum, the following parties must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

6.36 Aerial Crane Operations

The General Contractor must ensure the establishment of a written Aerial Crane Procedure that adheres to all applicable regulations of the Federal Aviation Administration (FAA) 14 CFR – Part 77, and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.551 – Subpart N, in addition to applicable State and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as EXHIBIT M, and maintained on-site.

Every precaution must be taken to provide protection against flying objects in the rotor downwash. All loose objects within one hundred (100) feet of any areas susceptible to rotor downwash must be secured or removed prior to any Aerial Crane Lift.

a) Aerial Crane Operations must not be performed during regular school hours or near occupied areas.
b) No unauthorized person(s) must be allowed to approach within fifty (50) feet of the helicopter when the rotor blades are turning.
c) Open flames, hot work, or any other spark producing activities must not be permitted in an area that could result in fires being spread by the rotor downwash.
d) Ground personnel must be properly trained when required for safe helicopter loading and unloading operations.
e) Constant reliable communication must be provided between the pilot, and a designated employee of the ground crew who acts as a signalman during the period of loading and unloading. This signalman must be distinctly recognizable from other ground personnel.

f) When visibility is reduced by dust or other conditions, ground personnel must exercise special caution to keep clear of main and stabilizing rotors. Precautions must also be taken by the General Contractor to eliminate any conditions of reduced visibility.

g) Personal protective equipment for ground persons receiving the load shall consist of complete eye protection and hard hats secured by chinstraps.

h) The helicopter operator is responsible for size, weight, and manner in which loads are connected to the helicopter. If, for any reason, the helicopter operator believes the lift cannot be made safely, the lift shall not be made. The weight of any external load must not exceed the manufacturer's rating.

i) When Contractors are required to perform work under hovering craft, a safe means of access must be provided for workers to reach the hoist line hook and engage or disengage cargo slings. Employees must not perform work under hovering craft except when necessary to hook or unhook loads.

j) Static charge on the suspended load shall be dissipated with a grounding device before ground personnel touch the suspended load, or protective rubber gloves must be worn by all ground personnel touching the suspended load.

k) Loads shall be properly slung, and tag lines shall be of a length that will not cause them to be drawn up into rotors.

l) Electrically operated cargo hooks must have the electrical activating device designed and installed to prevent inadvertent operation. In addition, these cargo hooks must be equipped with an emergency mechanical control for releasing the load. The hooks must be tested prior to each day's operation to determine that the release functions properly, both electrically and mechanically.

6.37 Aerial Crane Operations Safe Plan of Action (SPA)

An Aerial Crane Operations Safe Plan of Action (SPA) is a site-specific comprehensive aerial lift plan which outlines what methods, procedures, and equipment will be used in its plan. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any aerial crane activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission.

a) Any changes in site conditions that could affect the safe operation of the aerial lift must be evaluated and included within the SPA. This plan must be approved by a qualified person.

b) General Contractor must coordinate and conduct an on-site Aerial Crane Operations SPA pre-work meeting one week prior to any planned crane activity. The Cover Letter (EXHIBIT M) must be submitted along with a Crane Operations SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

c) This briefing shall set forth the plan of operation for the pilot and ground personnel. A copy of this procedure must be made part of the Contractor's Construction Project Safety Manual as EXHIBIT M and maintained on-site.

d) Prior to any aerial crane activity, the General Contractor must submit, to the Dallas ISD PM and Bond Program Safety Manager the following minimum elements of an Aerial Crane Operations SPA:
    (1) Lift Plan (scope of work, travel path, ground level and ariel hazards or obstructions)
    (2) Site Set-Up (map of staging areas, sequence of operation, primary and alternate emergency area locations, and potential drop zones in relation to occupied areas)
    (3) Material to be lifted (method of attachment, rigging to be used, configuration, and load capacities)
    (4) Roles and responsibilities (communication methods for ground crew, roof crew, and operator)
    (5) Competent Person Designation form (must identify areas of competency along with proof of training)
    (6) Rigger and signal person training records
    (7) JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)
    (8) Emergency Action Plan (including emergency contact information and medical facility)
    (9) Standard Airworthiness Certificate
    (10) Congested Area Plan Request to FAA
    (11) FAA Registry of Aircraft
    (12) FAA Airman Detail Report
    (13) Notification of Dallas City Officials
    (14) Certificate of Aircraft liability insurance (insurance limit must be $10 million, per contract amount)
    (15) Evidence of additional insured and waiver of subrogation endorsement

e) To hold an Aerial Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:
    (1) Sub-Contractor Competent Person
    (2) General Contractor Safety Representative
    (3) Owner's Representative [Optional]

NOTE: The District's Safety Department must receive acceptance of Certificate of Insurance (COI) from the District's insurer prior to any Aerial Crane Activity.

6.38 Hot Work

All work that includes an open flame, burning, welding, or spark producing of any type must be defined as “hot work” and must require the presence of a fire extinguisher, at least one fire watch, and a Hot Work Permit.

6.38.1 General

In addition to strictly following the provisions of OSHA and NFPA, each Contractor must also comply with the following:

a) No hot work must be conducted during occupied hours

b) A Hot Work Permit issued by the Fire Marshal must be Posted within the General Contractor’s trailer or on-site officing area.

c) A Hot Work Permit must be completed for each task using EXHIBIT N or equivalent.

d) Fire extinguisher(s) used for “Hot Work” must be placed within this immediate vicinity of each task operation and must be of proper size and type for the activity, fully charged, and inspected prior to use. Extinguisher location must be kept clear and accessible at all times.

e) A fire watch must be present during all hot work operations and remain at the work area 30 minutes after work is completed. All fire watch personnel must be trained in fire extinguisher safety.

6.39 Welding and Cutting

a) All welding operations must provide appropriate screening measures, erected in advance, to contain the high energy light. Welding operations must not be allowed to present an opportunity for flash burn exposures to the eyes of any workers in the vicinity.

b) Shielding, or welding curtains must be placed around established work areas to protect other workers from flash and sparks.

c) Ventilation must be provided to adequately remove harmful fumes and gasses.

d) The unused stubs of welding electrodes “rod butts” must be collected and placed in proper disposal containers as soon as each one is expended. Whenever an operation is idle, the welding electrode must be removed from stinger/electrode holder.

e) Workers must receive training on the proper use, inspection, and limitations of all welding and cutting equipment and Personal Protective Equipment, as it pertains to the operation.

f) Regulators for fuel gas and oxygen cylinders must be inspected before each use and be maintained in good working order.

g) Anti-flashback arrestors must be properly installed on all cutting torches so that they prevent ignition of any gas sources upstream from the torch.

h) Acetylene cylinder valve key must be kept with the cylinder at all times. Valve keys must be kept in position while in use.

6.40 Compressed Gas Cylinders

Contractor must store oxygen cylinders separate from fuel gas cylinders. This separation must be either a minimum distance of 20 feet or by a fire resistive wall/partition with a one-half hour fire rating and a minimum of five (5) feet in height. All compressed gas cylinders must be properly secured from movement – in an upright (vertical) position.

a) All cylinders must be stored in the upright position, especially acetylene. When an acetylene cylinder is stored on its side, the acetylene may separate from the acetone, becoming unstable, and cause an internal explosion.
b) Valves of the empty cylinders must be in the closed position.
c) Cylinders must not be moved by tilting and rolling them on their bottom edges.
d) When not in use, cylinders must have their protective caps in place and be hand tightened.
e) Workers must be trained in the safe handling, storage and use of compressed gas cylinders.
f) Workers must be trained in the proper use and handling of fuel gas and O2 cylinders

6.41 Earth Moving Equipment and Powered Industrial Trucks

A Powered Industrial Truck (PIT) is defined by any mobile, power-pulled truck used to carry, push, pull, lift, stack, or tier materials, whether ridden by the operator or controlled by a walking operator.

a) All earth moving equipment and PIT must be maintained in a safe working condition and must be appropriate and adequate for the intended use. Excavation activities must not be conducted during occupied hours.
b) Only authorized personnel must operate equipment. Operators of equipment, machinery, vehicles, or PIT must be qualified and properly authorized for the operation involved.
c) Equipment and PIT operators must perform a pre-shift walk around safety inspection of their equipment, and any conditions that may affect safe operation will be corrected before use.
d) Equipment must not be operated unless all required safety devices are in place and functioning properly.
e) Careless, reckless, or otherwise unsafe operation or use of equipment must result in discipline and may constitute grounds for dismissal.
f) Equipment maintenance is to be performed only by qualified mechanics.
g) When equipment is serviced or repaired the operator must dismount until the service or repair is completed. Prior to remounting, operators must perform a complete walk-around safety inspection of the equipment.
h) Before performing any service or repair work, all equipment must:
    (1) Be stopped and positively secured against movement or operation.
    (2) locked and tagged out of service, unless it is designed to be serviced while running, following the manufacturer's instructions.

i) All bi-directional earth moving equipment, PIT, and motor vehicles with an obstructed view to the rear must be equipped with a warning horn and an automatic back-up (reverse) alarm that can be heard above and distinguished from the surrounding noise level.

j) All off-highway earth moving equipment and trucks such as loaders, dozers, scrapers, motor graders, rock trucks, tractors, rollers, and compactors will be equipped with roll-overprotective structures (ROPS) and seat belts, per OSHA standards.

k) Seat safety belts, when required by the manufacturer, must be used by all operators of equipment.

l) Mobile equipment must not be left unattended unless parked securely to prevent movement, with all ground engaging tools lowered to the ground, brakes set, and the engine off.

m) Equipment parked at night will be illuminated, barricaded, or otherwise clearly marked where exposed to potential traffic.

n) Personnel must not be transported or ride on any equipment or vehicles that are not equipped with seats for passengers.

o) When fueling equipment or vehicles with gasoline or liquefied petroleum gas (LPG) the engine must be shut off.

p) All equipment and vehicles must be equipped with appropriate fire extinguishers or fire suppression system.

q) Equipment, tools, and materials hauled on pickups and flatbed trucks must be secured to prevent them from falling onto the road.

6.42 Haul Routes

Haul roads must be designed, constructed, and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs must be used where necessary.

a) Elevated roadways must have axle high beams or guards maintained on their outer banks.

b) Equipment, pickups, and passenger vehicles must be parked well away from the work area to reduce congestion and avoid collision.

c) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.

6.43 Traffic Control

a) All General Contractors, Subcontractors, and employees must comply with local city ordinances when work interfaces with traffic of the general public.

b) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.

c) All materials and equipment deliveries should be coordinated with General Contractors as to prevent traffic congestion around peak school hours for children being dropped off or picked up from school.

6.44 Environmental and Hygiene

General Contractors and Subcontractors of any tier must comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, codes, and any amendments relating to the environment, hazardous substances or exposure to hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Material Transportation Act (HMT A), Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and the Safe Drinking Water Act (SDW A).

The General Contractor is responsible for the implementation and management of its Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Oversight as Attachment VI of this manual.

Where necessary, The General Contractor must provide, and the General Contractor's Safety Representatives must be trained and capable of, properly operating industrial hygiene equipment as required by any Federal, State, and local regulations. Tests must be performed as often as necessary to afford protection to employees and the general public.

6.45 Spill Prevention and Response

When utilizing hazardous and non-hazardous substances that could cause a negative impact when released on land, water, and\or the atmosphere, the General Contractor must exercise extreme caution by developing and implementing a site-specific spill prevention and spill response procedure in accordance with OSHA, Federal, State, and local regulations.

No Contractor must omit or discharge any substance into the environment in violation of the Environmental Protection Agency (EPA), OSHA or other regulatory agencies. Where necessary, the General Contractor's Safety Representative must be responsible for all environmental monitoring and testing.

6.46 Portable Relocation

Prior to commencement of work, the Controlling Contractor is responsible for obtaining the Disconnection Form provided by the Moving Contractor for each portable to be relocated. The Controlling Contractor must provide a completed copy of the Disconnection Form along with applicable safety submittal documentation to the Owner’s Representative prior any relocation, demolition, or disconnection of portables.

a) The relocation of portables must be coordinated around peak hours of school traffic, i.e., morning drop off of children and afternoon pick-ups.
b) All relocation activities (including haul routes) must remain properly separated from occupied areas. Barriers for outdoor areas affected by construction must consist of six (6) foot chain link fencing.
c) Haul routes must be designed, constructed, and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs must be used where necessary.

d) Equipment, pickups, and passenger vehicles must be parked well away from the work area to reduce congestion and avoid collision.
e) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.
f) The Moving Contractor and/or General Contractor must field verify the safe relocation of portables from site "A" to site "B" and inspect the safe passage of established haul routes.
g) portable classrooms and ADA approved ramps, decks, steps, etc. must meet the specifications contained in the RFP, Contract Award Doc, and applicable Federal, State, and local requirements.

NOTE: Contractors are responsible for submitting moving permit applications to the City and are responsible for communication with the city of Dallas to resolve all action items related to the moving permit.

7. INCIDENT NOTIFICATION GUIDELINES

The District's objective is an injury and incident-free project, with a focus on project safety that must not be compromised to achieve any other business objective. The General Contractor must structure an effective and systematic safety management approach that emphasizes **continuous safety process improvement.**

The District recognizes that the General Contractor and Subcontractors may have existing safety management programs with established safety policies, processes, procedures, and work practices. The District will support these where they prove to be as effective and meet the intent and purpose of this Section.

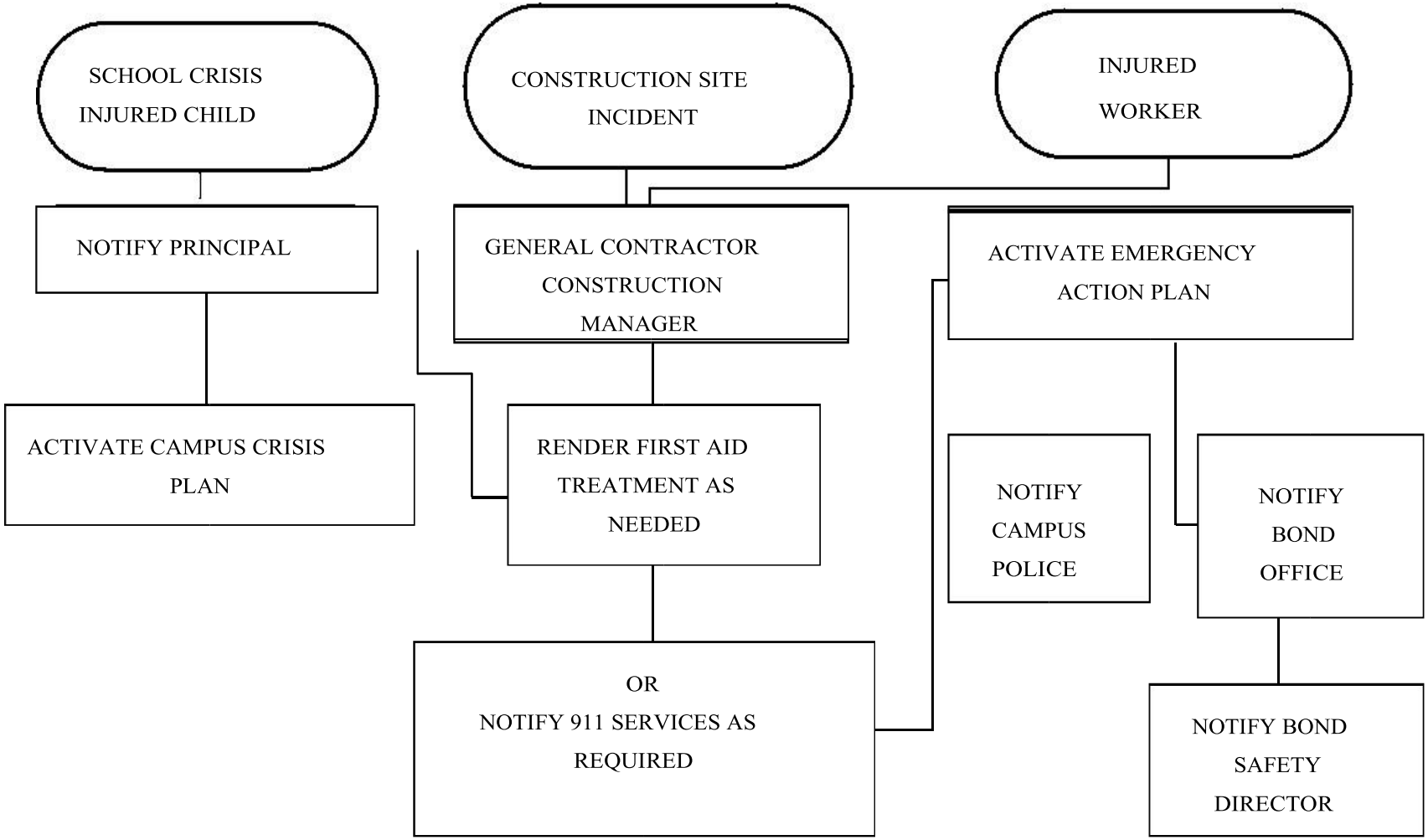
a) General Contractors and Subcontractors of any tier must instruct all workers to immediately report every incident to their supervisor, even if there is no obvious injury or property damage. Supervisors must immediately notify the General Contractor, who must immediately notify the Owner's Representative of any incident.
b) The Bond Program Safety Manager and others as directed must be included in the incident notification process. Depending on potential severity of the incident, notifications may be in written and/or verbal form as directed.
c) Upon request of the Owner's Representative, the General Contractor and/or Subcontractors of any tier must promptly produce and provide copies of any required documents related to project safety or property damage.
d) Where opportunities for improvement are identified, the General Contractor and Subcontractors of any tier must work collaboratively with the Owner's Representative in making appropriate revisions to progress toward an injury and incident-free workplace.
e) The General Contractor's Safety Representative must generate a formal incident report using EXHIBIT O, or equivalent company accident report forms, in the manner and time as directed by the Owner's Representative.
f) The General Contractor's Safety Representative, accompanied by the Owner's Representative, must perform a site inspection immediately following any near miss,

property damage, fire, hazardous chemical spill, or accident involving construction equipment that results in injury to a worker, student, school employee, or visitor to the site.

g) Contractors must review the filed copy of the pre-construction Site-specific Safety Plan and/or Safe Plan of Action (SPA) that was performed prior to commencement of any construction activity.

[Notification Flow Chart is located on the next page]

7.1 DISD Incident/Crisis Notification Flowchart



7.2 Incident Investigations

When an accident or near miss with major potential for a loss occurs, the supervisor of the crew(s) involved must perform an accident investigation. The General Contractor and involved Subcontractors must tailor the magnitude and depth of the investigation effort to correspond to the potential, rather than the actual outcome of the incident.

a) Investigation team members must include safety personnel, project management, line management, affected workers, and consultants as the circumstances dictate. The Owner's Representatives reserves the right to participate in any incident investigation.
b) Upon request of the Owner's Representative, the General Contractor and/or Subcontractors of any tier must provide a Root Cause Analysis as outlined in Section 7.4 of this manual or its equivalent.
c) Once a root cause has been identified and recommendations for corrective action have been determined, a procedure may be implemented to prevent a similar incident from occurring again.

7.3 Incident Follow-up Guidelines

All near miss incidents, first Aid injuries, high risk safety inspection observations, and other such incidents must be investigated. The General Contractor's Safety Manager must lead the efforts and follow a structured incident investigation program that emphasizes **continuous safety process improvement.**

The General Contractor and involved Subcontractors must tailor the magnitude and depth of the investigation effort to correspond to the potential, rather than the actual outcome of the incident. The Bond Program Safety Manager and/or designee reserves the right to participate in any incident investigation.

a) Investigation team members must include, at minimum:
    (1) General Contractor and Subcontractor Safety Representatives
    (2) General Contractor and Subcontractor Project Management
    (3) Designated Competent Person (Front Line Management)
    (4) Affected workers, and consultants as the circumstances dictate.
b) The General Contractor must develop a Root Cause Analysis report that summarizes the incident, identifies the underlying contributing factor(s), determines which process element(s) failed to control the incident, determines which process element(s) will be implemented or improved, and the time needed to take sustainable corrective action(s).
c) The General Contractor must conduct and submit an incident investigation report that supports the Root Cause Analysis in the manner and time as directed by the Owner's Representative. The Bond Program Safety Manager and/or designee reserves the right to determine the acceptability of the findings.
d) The General Contractor must prepare and submit reports that will allow the Bond Program Safety Director, designee, and Subcontractors to understand findings and any planned changes to the operating procedure(s) based on those findings.

7.4 Contributing Factors to Consider

The Root Cause Analysis investigation should thoroughly address the following:

(1) Was the incident controlled and limited so that all workers and the project were made safe post-incident? If so, what was done?
(2) Explain what happened (facts and circumstances) that resulted in the incident.
(3) Are there other work areas or tasks where this type of incident could occur again?
(4) What processes were in place to prevent the incident? (Identify processes that failed)
(5) What processes could've been implemented or improved that might have prevented this incident?
(6) What processes will be improved or implemented to reduce risk of recurrence?

8. CONSTRUCTION SAFETY FOR STUDENTS

8.1 Introduction

The aim of Program Managers, General Contractors, and Subcontractors of any tier is to carry out their work activities in a safe and efficient manner to complete each project in a timely manner.

The safety of the children is of the utmost importance, and every effort must be made to see to it that in those projects that are concurrent with school activities, each job done be evaluated for child safety.

Our children are totally dependent on us to create a safe place for them to learn, study and play. Any work related or work generated condition deemed to be unsafe must be corrected immediately, because children do not see the world as we do. Children are often attracted by what is new and alien to them and will try to gain access to what may seem to be great places to play and have fun.

Therefore, it is the responsibility of everyone to control the potentially dangerous areas that exist on any construction project. All, regardless of the trades involved, must make this effort. In other words, the responsibilities of each person working in occupied areas become that much larger or expanded due to child safety conditions. Remember, it is for the children that construction is underway.

8.2 Separation of Construction Activities

Should any part of an occupied and operational school facility be shut down for construction work, then the General Contractor must erect appropriate construction barricades to completely eliminate access for non-construction personnel to the work area.

General Contractors must ensure safety inspections are conducted in all work areas regularly and periodically throughout the work shift to ensure proper elimination, mitigation, and/or safeguarding of hazards which may result as contributing factors that may lead to any exposure, injury, or property damage. **All unsafe conditions must be corrected immediately.**

a) Construction work areas must be kept segregated from school operations, staff, and students at all times. Separation may include, but is not limited to fencing, privacy fencing, bulkheads, and coordination of planned construction activities.

b) Barriers for indoor construction must be made of 3/4" plywood, and must extend from floor to ceiling, wall to wall. The temporary barrier must have a door that can be locked. This barrier will remain until work in the specified area is completely finished. Proper signage should be displayed near the temporary barrier, according to safety regulations.

c) Barriers for outdoor areas affected by construction must consist of six (6) foot chain link fencing.

d) Doors and/or gates must remain secured/closed when they open directly into occupied areas. A security service may be utilized if necessary.

e) The requirements of NFPA 101, Life Safety Code for Occupied Schools must be maintained during construction. **Separate atmospheres must be maintained between the school areas in full occupancy and the areas under construction**. Construction activities must not interfere or interrupt the normal teaching schedules.

f) Means of egress for the school occupancy must be maintained free of obstructions, clean and properly lighted. While this may be a function of the school custodian, no construction related operations must be allowed to cause an impairment of the normal means of egress.

g) All components and/or combinations of existing life safety systems (smoke detection, fire alarms, fire suppression, communication, alarm systems, intrusion control, etc.) must be maintained during construction.

h) School entrances and exits must not be blocked until school officials have been notified and re-routing has been established.

i) Appropriate warning and directional signage must be maintained at all times.

j) Dust and noise must be properly controlled to ensure the school maintains its teaching schedules without interruptions. General Contractors must respond to complaints and immediately establish control measures.

k) All deliveries (heavy equipment, tools, materials, etc.) must be coordinated around peak hours of school traffic, i.e., morning drop off of children and afternoon pick-ups.

l) Electrical box panels, even during breaks, must not be left exposed. Exposed boxes must be physically covered with the panel cover, and areas must be protected with barricades if necessary.

m) Construction debris and/or material must not be left in areas occupied by students and staff.

n) All construction debris must be removed before the end of each work shift and must not be left overnight.

o) Nails and screws must not be left protruding from lumber or other materials. All nails and screws must be removed or bent over.

p) Compressed gas cylinders must never be left unattended or overnight in occupied areas. Cylinders must remain secured in upright position; caps on and regulators disconnected when not in use.

q) Tools and equipment must not be left unattended.

9. CRISIS COMMUNICATION

A crisis is an emergency event that usually requires police, fire, or EMS response and could attract media or public attention. A crisis on a construction site might involve a fire, hazardous chemical spill, or accident involving construction equipment that results in injury to a worker, student, school employee, or visitor to the site.

a) The General Contractor must instruct all construction employees not to discuss the incident with reporters. All media inquiries must be referred to an official Dallas ISD spokesperson.

b) The Dallas ISD spokesperson must be the only person authorized to release live or pre-recorded video or written statements to the media. All Contractors of any tier must cooperate with the Dallas ISD spokesperson for all media arrangements as directed.

c) Should a crisis, serious emergency, or incident occur (requiring the presence of an ambulance, Fire Department or Police) the Contractor must immediately implement the Crisis Communication Guidelines and contact by phone the Bond Program Safety Director, **including nights, weekends, and holidays.**

9.1 Suggested Steps for Crisis Situations

(1) Evaluate the situation and extent of damage or injuries.

(2) If students are present, immediately contact the principal or school office.

(3) Call **9-1-1** if necessary. Be prepared to give the dispatcher details of the accident and injuries, the exact address and where emergency crews should enter the site.

(4) Assign someone to meet emergency crews at the gate.

(5) Call Dallas ISD Communications at **(972) 925-3917**. Be prepared to provide as much information as possible.

(6) Call Dallas ISD Police at **(214) 932-5627**.

(7) Call Construction Services at **(972) 925-7200**.

(8) Call the Safety Manager at **(214) 435-2204**.

(9) Do not speak to reporters or photographers. Refer them to Dallas ISD Communications.

9.2 EMERGENCY TELEPHONE NUMBERS

Dallas ISD Police	DISD Police	(214) 932-5627
District Spokesperson	Robyn Harris	(972) 925-3917
DISD Bond Safety Manager	Alvaro Meza	(214) 435-2204

9.3 Emergency Planning

On a regular basis, the General Contractor must review and update, when necessary, its Emergency Procedures for maximum effectiveness.

The updated procedures must be submitted to the Owner's Representative for review in accordance with the safety guidelines outlined in this manual and all applicable OSHA, Federal, State, and local regulations and maintained on-site.

The following provisions must be included in the emergency procedure:

a) The highest-ranking supervisor automatically becomes responsible for handling any emergency that occurs during working hours and may call upon the assistance of any available employee.

b) Following an emergency, ranking personnel must:
   (1) Secure the area as expediently as possible.
   (2) Provide access and an account of the emergency to authorized representatives of the District and specific government agencies. Questions from the media must be referred to the Dallas ISD spokesperson.

c) To ensure prompt emergency services, the General Contractor must:
   (1) Determine who is responsible for making emergency calls (preferably the highest-ranking supervisor present).
   (2) Conspicuously post a list of emergency phone numbers, along with information to be transmitted.

10. CONTRACTOR SAFETY AUDITS

10.1 Purpose

The effectiveness of this program depends upon the active participation and cooperation of all Engineers, Project Managers, Inspectors, Supervisors and General Contractors, their employees, and Subcontractors. The primary goals of this program are to increase safety awareness, raise safety standards in the work environment, provide incentives to make the workplace safer, and increase management involvement in the safety process.

General Contractors must ensure safety inspections are conducted in all work areas regularly and periodically throughout the work shift to ensure proper elimination, mitigation, and/or safeguarding of hazards which may result as contributing factors that may lead to any exposure, injury, or property damage. **All unsafe conditions must be corrected immediately.**

10.2 Jobsite Safety Inspections

a) The General Contractor must ensure that its Safety Representative conducts inspections of the project as needed (including storage areas, office areas, barriers, separation of activities, work areas, etc.) to ensure compliance with the District and OSHA requirements.

b) Contractors may utilize the Construction Safety Inspection Checklist EXHIBIT P, or its equivalent. Safety deficiencies that are noted during the inspection must be recorded on

the form and those deficient items must be communicated to his/her project manager/superintendent in a timely manner.

c) The project manager and/or superintendent must be responsible for implementing corrective action.

d) The General Contractor's Safety Representative will follow up and note the status of each safety deficiency until the deficiency has been abated, but until abatement takes place, each previously noted deficiency should be recorded during each subsequent site inspection.

e) In addition to performing jobsite safety inspections, the General Contractor's Safety Representative must cooperate with designated District Representatives who conduct jobsite inspections (i.e., Insurance Carrier Loss Control personnel).

10.3 Inspections by Regulatory Agencies

The General Contractor must immediately notify the Owner's Representative of the arrival of any representative of a Regulatory Agency (OSHA Compliance Officer, TCEQ Representative, Law Enforcement Officer, etc.), and provide the Owner's Representative with a copy of any published findings or citations issued to any employer and must ensure that statutory posting requirements are met. The General Contractor must provide the Owner's Representative with a copy of any employer's response to the same findings or citations. No Contractor of any tier must prohibit the entry of an OSHA Compliance Officer onto Dallas ISD property.

11. GREENFIELD PROJECTS

Greenfield Project must refer to as any DISD property that does not have students and/or Staff present during the duration of the Project. If, during the project, staff or students are present or any District/school operation is active, it is not considered a Greenfield job site.

Property must refer to all land owned by the District, to all property thereon; buildings, structures, facilities, platforms, fixtures, tunnels, installations, and to all project vehicles, stationary or mobile equipment, whether owned or leased. This definition may also include other work locations while in the scope and course of employment on the District's Construction Projects.

Worker must refer to any employee or agent included as example, but not by way of limitation, persons providing services on the project including all persons or entities performing all or part of the services the General Contractor has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

11.1 Greenfield Shutdown Guidelines

Prior to conducting any type of permanent or temporary shutdown, the General Contractor is responsible for completing the Greenfield Utility Authorization Request Guidelines as outlined in Attachment VII, along with the applicable safety submittal requirements outlined in section 6.15 of this manual.

11.1.1 Permanent Utility Shutdown Guidelines

(1) **10-Day Notice of Shutdown** – The General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of shutdown.

(2) The General Contractor must select "**Permanent**" on the top right portion of the Shutdown Authorization Form (EXHIBIT I) prior to submitting for approval (See Attachment VII for reference).

(3) The General Contractor is responsible for providing power for the duration of the project.

(4) Once the project reaches substantial completion, the General Contractor and PMF representative must provide the Dallas ISD Sustainability Department with a copy of the General Contractor's utility bills for transfer of the utility service to Dallas ISD. Should Contractors have questions regarding this process, please reach out to the Dallas ISD Sustainability Department via email at: sg9453@dallasisd.org

NOTE: Before demolishing a portable and/or building, all meter numbers must be provided to the DISD sustainability department to close the account and have meters removed through the Owner provider. It is important ALL Utility Accounts are closed through sustainability to prevent the General Contractor from reimbursing the District. DISD is not responsible for providing General Contractors with utilities at Greenfield Project locations.

11.2 Greenfield Badging

Personnel who are issued a Greenfield Job Site Identification Badge are authorized to work on Greenfield Project **Sites until seven (7) days prior to substantial completion of the project or project site commencing operations** (no longer a Greenfield Project Site), whichever comes first. All other requirements for Non-Greenfield Project Sites (sites where district operations are on-going, or students/staff present) remain in effect.

a) General Contractors must issue/provide all workers with a Greenfield Identification Badge, along with a site-specific safety orientation prior to conducting any construction activity.

b) General Contractors must issue identification badges, at their own expense, for all workers on DISD Greenfield Project Sites.

c) Workers must wear the General Contractor issued identification badge at all times while on DISD Greenfield Project Sites.

d) Greenfield Project Site Identification Badge Requirements: Greenfield Identification Badges issued by the General Contractor must be issued by Dallas ISD's approved third-party badging vendor. Badges must contain the following information:

(1) The issuing/authorizing General Contractor's company logo in lieu of the DISD logo

(2) The issuing/authorizing General Contractor's company name

(3) The authorized Subcontractor or Vendor's company name
(4) The name of the specific project site authorized to work at
(5) A photograph and name of the authorized employee receiving the badge
(6) Badges must be labeled "Greenfield"

12. UNMANNED AIRCRAFT SYSTEM (DRONE) POLICY

The purpose of this Unmanned Aircraft System (UAS) Policy is to establish minimum standards for the safe use and operation of UAS and Small Unmanned Aircraft Systems (SUAS) on any Dallas ISD Bond Projects.

This policy requires that all UAS operations are performed in a manner that mitigates risks to safety, security, and privacy, and ensures compliance with the Federal Aviation Administration (FAA), 14 CFR Part 107 (for commercial purposes) and all applicable laws.

Contractors of any tier that will operate a UAS at a Dallas ISD Project must receive approval in advance in accordance with this Policy.

12.1 Operating Requirements

This Policy sets the minimum requirements for operating UAS. The requirements below must be implemented by the General Contractor, through their respective designated Project Manager. Minimum Requirements for UAS Operations and Operator:

a) Operations of UAS must not be conducted during occupied hours or extracurricular activities.
b) Operators of any UAS must hold a current Remote Pilot Certification.
c) Unmanned Aircraft must be FAA registered.
d) Certificate of Authorization must be in place and all requirements followed. The General Contractor must provide UAS / Drone liability coverage either through endorsement to its General Liability policy or a separate Aircraft Liability policy. The policy must name Dallas ISD as an Additional Insured and provide a waiver of subrogation in favor of Dallas ISD.

12.2 Pre-Operation Procedure

(1) General Contractor must submit a request to the Project Manager and DISD Safety Department **48 hours** prior to fly-through.
(2) Project Manager and DISD Safety Department may accept or reject this request.
(3) The Project Manager must verify with school admin that no activities will be taking place during fly-through.
(4) The Project Manager must notify Dallas ISD Police dispatch and school principal of UAS fly-through.

EXHIBITS

POLICY STATEMENT

It is the Dallas ISD's policy that, prior to work, Contractors are required to submit for review, an acceptable Site-Specific Safety Plan that includes safe and health work practices. The Owner's Representative will evaluate the plan to see that it meets the safety requirements for the Project's scope of work.

It is critical that contractors understand the importance of developing an effectively functioning Site-Specific Safety Plan that is pro-active and addresses the exposures to their employees for the particular work to be done. This should be addressed extensively in the Site-Specific Safety Plan.

The Site-Specific Safety Plan must provide guidelines to implement an accident prevention program on Dallas ISD projects, and fully describes the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees.

This Document is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This Document is not intended to replace the need for each Contractor of any tier to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBITS:

- EXHIBIT A – Campus Readiness Form
- EXHIBIT B – Job Hazard Analysis (JHA)
- EXHIBIT C – Demolition SPA Cover Letter
- EXHIBIT D – Confined Space SPA Cover Letter
- EXHIBIT E – Trenching and Excavation SPA Cover Letter
- EXHIBIT F – Pier Drilling SPA Cover Letter
- EXHIBIT G – Utility Shutdown SPA Cover Letter
- EXHIBIT H – Electrical Shutdown SPA Cover Letter
- EXHIBIT I – Shutdown Authorization Form
- EXHIBIT J – Elevated Work SPA Cover Letter
- EXHIBIT K – Crane Operation SPA Cover Letter
- EXHIBIT L – Steel Erection SPA Cover Letter
- EXHIBIT M – Aerial Crane Operation SPA Cover Letter
- EXHIBIT N – Hot Work Permit
- EXHIBIT O – Incident Investigation Report
- EXHIBIT P – Safety Inspection Checklist
- EXHIBIT Q – Contractor Acknowledgement Statement

EXHIBIT A – Campus Readiness Form

A completed copy of this form, along with **photographs of each area** must be provided to the Owner's Representative one (1) working day prior to the return of staff and students to ensure sustainability of proper separation of all work areas and conditions affected by all construction activities.

General Contractor: _____ Project & ORG Number:_____

Person in Charge:_____ Date and Time of Completion: _____

Column: **A** = Adequate	Column: **B** = Inadequate	Column: **C** = Not Applicable

Focused Areas	A	B	C
Appropriate Barricades to prevent non-construction personnel from entering work areas.			
Proper signage displayed near the temporary barricades.			
Access to school facility clean, orderly, and safe, e.g., sidewalks, building entrances, lobbies, corridors, aisles, stairways, etc.			
Critical systems functional, e.g., life safety systems, air conditioning systems, water systems, electrical systems, etc.			
Laydown and Staging areas neat and orderly.			
Campus EAP not impacted by construction activities, e.g., travel ways, access, emergency exits, and egress points, maintained clear of obstructions.			
Proper Traffic Control with work that interfaces with traffic or public			
Trash Dumpsters maintained			
Excavations, Trenches properly barricaded			
All floor holes and openings into which persons can accidentally walk or fall through are guarded by a physical barrier or cover, secured, and labeled.			
Heavy Equipment inside a fenced area and properly secured to prevent unauthorized access.			
Hydraulic Booms and/or Cranes not suspended over playgrounds or occupied areas.			
Construction work areas are kept segregated from school operations, staff, and students			
Nails, screws, and rebar not protruding from lumber or other materials in occupied areas.			
Means of egress for the school occupancy is maintained, free of obstructions, clean, and properly illuminated.			
Remarks:			

EXHIBIT B – Job Hazard Analysis (JHA)

Project Name:	**Contractor Name:**
Date:	**Competent Person Name:**
Scope of work to be Performed:	

EMERGENCY CONTACT LIST ASSOCIATED WITH THIS ACTIVITY		
Name	**Title**	**Phone Number**
1.	1.	1.
2.	2.	2.
3.	3.	3.

STEPS OF THE ACTIVITY	POTENTIAL HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS
1.		
2.		
3.		
4.		

STEPS OF THIS ACTIVITY	POTENTIAL HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Potential Fall Hazards	Potential Struck-By Hazards
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Potential Electrical Hazards	Potential Caught In-between Hazards
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Required Personal Protected Equipment

☐ Hard Hat	☐ Fall Protection	☐ Welding Hood
☐ Gloves	☐ Life Vest	☐ Welding Leathers
☐ Respirator	☐ Hearing Protection	☐ Welding Gloves
☐ Safety Boots	☐ Face Shield	☐ Safety Vest
☐ Rubber Boots	☐ Cutting Goggles	☐ High Vis Pants
☐ Safety Toed Boots	☐ Safety Glasses	☐ Blasting Hood
☐ Tyvek Suits	☐ Safety Goggles	☐ Other (if checked list PPE in the column spaces above)

List Other Protective Equipment (PPE)	
1.	
2.	
3.	
4.	
5.	

Required Equipment and Tools

☐ Telehandler	☐ Concrete Saw	☐ Welding Machine
☐ Crane	☐ Concrete Bucket	☐ Angle Grinder
☐ Scissor Lift	☐ Ladder	☐ HEPA Filtered Tools
☐ Boom Lift	☐ Generator	☐ LOTO System
☐ Scaffolding System	☐ Hand Tools	☐ GFCI
☐ Excavator	☐ Powder Actuated	☐ Cutting Torch
☐ Roofing Kettle	☐ 4-Gas Meter	☐ Other (list on right side)

Other Equipment & Tooling	
1.	
2.	
3.	
4.	
5.	
6.	
7.	

Required Traffic Control Equipment	
☐ Lane Closure	☐ Pilot Car
☐ Barrier Rail	☐ Signage
☐ Trench Plates	☐ Speed Limit
☐ Flagger Station	☐ 6' Fencing

Utilities Located / Marked	
☐ Gas	☐ Overhead
☐ Electric	☐ Sewer/Water
☐ Fiber	☐ Telecommunications
☐ Irrigation	☐ Other Utilities Located:_____

PERSONNEL PARTICIPATING IN THIS ACTIVITY		
Name (Printed)	**Signature**	**Company**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT C – Demolition SPA Cover Letter

The following Demolition requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Demolition activities must not be performed during regular school hours or near occupied areas.**

To hold an on-site Demolition SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Demolition SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, safe working procedures, and any critical systems affected by this operation. Critical systems include life safety systems, security systems, etc.)
- ☐ Make Safe (confirm if asbestos, lead, and/or other hazardous materials are present within the immediate work areas, provide LOTO procedure, and engineering survey)
- ☐ Asbestos Awareness Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Silica Exposure Prevention Plan
- ☐ Existing Utilities (describe safe working practices associated with any known utilities that may be affected by demolition activities)
- ☐ Site Map (identifying areas to be affected by demolition)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT D – Confined Space SPA Cover Letter

The following Confined Space Entry requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work.

To hold an on-site Confined Space SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Entry Date: _____

Confined Space SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, operating procedures, and affected work areas)
- ☐ Confined Space Entry Procedure (describe atmospheric testing/monitoring methods, ventilation, communication, and make safe procedures to be taken prior to entry)
- ☐ Site Map (identifying entry points, emergency egress locations, and work areas affected by this operation)
- ☐ Confined Space Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Emergency Action Plan (describe emergency actions to be taken should a worker need rescue, first aid, medical treatment, or emergency contact information)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT E – Trenching and Excavation SPA Cover Letter

The following Trenching and Excavation SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Trenching and Excavation activities must not be performed during regular school hours or near occupied school areas.**

To hold an on-site Excavation SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Trenching and Excavation SPA must include but is not limited to the following:

☐ Scope of Work (describe methods, known utilities in the area, and any affected right-of-way)

☐ Utility Strike Prevention (include GPR report, potholing method, and preventative measures)

☐ Excavation Training Records (for all crewmembers performing this task)

☐ Competent Person Letter of Designation (include areas of competency and signatures)

☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)

☐ Site Map (identify areas affected by this operation and underground utility shut-off locations)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT F – Pier Drilling SPA Cover Letter

The following Pier Drilling SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Pier Drilling activities must not be performed during regular school hours or near occupied school areas.**

To hold an on-site Pier Drilling SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Pier Drilling SPA must include but is not limited to the following:

☐ Scope of Work (describe methods, known utilities in the area, and any affected right-of-way)

☐ Utility Strike Prevention (include GPR report, potholing method, and preventative measures)

☐ Competent Person Letter of Designation (include areas of competency and signatures)

☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)

☐ Site Map (identify areas affected by this operation and underground utility shut-off locations)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT G – Utility Shutdown SPA Cover Letter

The following Utility Shutdown requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Contractors of any tier must at no time perform any type of power or other utility shutdown activities during regular school hours**.

To hold an on-site Utility Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Shutdown Date: _____

Utility Shutdown SPA must include but is not limited to the following:

- ☐ Shutdown Authorization Form (EXHIBIT I) must be submitted **10 days prior** to any planned shutdown and must contain pre-work notification signatures of approval)
- ☐ Scope of Work (describe methods, operating procedures, and any critical systems affected by this shutdown. Critical systems include life safety systems, security systems, kitchen, etc.)
- ☐ De-energizing System (describe system to be shutdown, methods for controlling hazardous energy, inadvertent release of stored energy, and make safe procedures)
- ☐ Contingency Plan (to prevent any disruptions to school operations, describe emergency actions to be taken for restoring system operations as quickly as possible)
- ☐ Restoring System (describe methods for safely restoring systems, removal of LOTO devices)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identifying areas where shutdown is to be performed)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT H – Electrical Shutdown SPA Cover Letter

The following Electrical Shutdown requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work.

To hold an on-site Electrical Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Shutdown Date: _____

Electrical Shutdown SPA must include but is not limited to the following:

- ☐ Shutdown Authorization Form (EXHIBIT I) must be submitted **10 days prior** to any planned shutdown and must contain pre-work notification signatures of approval)
- ☐ Scope of Work (describe methods, operating procedures, and any critical systems affected by this shutdown. Critical systems include life safety systems, security systems, kitchen, etc.)
- ☐ De-energizing System (describe system to be shutdown, methods for controlling hazardous energy, inadvertent release of stored energy, and make safe procedures – NFPA 120.2)
- ☐ Contingency Plan (to prevent any disruptions to school operations, describe emergency actions to be taken for restoring system operations as quickly as possible)
- ☐ Restoring System (describe methods for safely restoring systems, removal of LOTO devices)
- ☐ Electrically Qualified Person [NFPA 70 E] Training Records – NFPA 120.2(b)(2)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identifying areas where shutdown is to be performed)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT I – Shutdown Authorization Form

Dallas Independent School District
Bond Program
Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION: ☐ ***Permanent** ☐ **Temporary**

School Name and Org. #: _____

Bond Program Manager (PM) Name: _____

General Contractor (GC) Person In-Charge: _____ _____

Sub-Contractor (SUB) Person In-Charge: (Name) _____ (Contact No.) _____

SECTION B. PRE-WORK NOTIFICATION:

Utility System(s) to Be Shut down: _____

Utility Meter number _____

Description of Work Performed: _____

Describe Procedure for Shutdown: _____

Safety Measures/ Precautions for Shutdown: _____

Date/ Time **Requested** for Shutdown:

Shutdown Date	Shutdown Time	Restart Date	Restart Time

It is requested that the noted** building system(s) be allowed for "shutdown" **by the General Contractor to allow for our tie-in of services for the Project as enumerated below. We note that** five (5) days advance notice **is required as a minimum. I hereby certify that the required work has been coordinated and scheduled to achieve completion within the requested time-period.

SUB Person-In-Charge: **(Sign)** _____ **(Date)** _____

GC Person-In-Charge: _____ (Sign) _____ (Date)

Bond Program Manager (PM) Approval: _____ (Sign) _____ (Date)

DISD Project Manager Approval: _____ (Sign) _____ (Date)

SECTION C. POST-WORK CERTIFICATION:

Actual Date/ Time for Shutdown:

Shutdown Date	Shutdown Time	Restart Date	Restart Time

GC Person-In-Charge Certification: _____ (Sign) _____ (Date)

Bond Program Manager (PM) Certification: _____ (Sign) _____ (Date)

DISD Project Manager Certification: _____ (Sign) _____ (Date)

(Sign)

DISD Sustainability Certification: _____ _____

SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION

A. The General Contractor is to complete the *Utility Shutdown Request Form*, at least **5 working days** prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval.

B. The Bond Program Manager (PM) will review and approve submitted *Utility Shutdown Request Form* and forward to the respective Dallas ISD Project Manager for approval.

C. The Dallas ISD Project Manager will review and approve form and return to the PM.

D. PM forwards approved form to Director/Maintenance Solutions and notifies Deputy Chief Director, Emergency Operations and Bond Program Safety Manager.

Note: All scheduled shutdown requests will require a jobsite meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedures and status of all District departments involved on the shutdown request.

Note: For electrical shutdowns (Scheduled/ involuntary), when required for building operations, the General contractor must supply a power generator to keep the telephones, data and alarms working at all times.

***Permanent shutdowns are facilities or specific meters that will not require power/ utility to be restored.**

EXHIBIT J – Elevated Work SPA Cover Letter

The following Elevated Work SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **No roof work, regardless of the extent, is to be done over an occupied area/building.**

To hold an on-site Elevated Work SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Elevated Work SPA must include but is not limited to the following:

☐ Scope of Work (describe methods, operating procedures, and affected work areas)

☐ Fall Protection (describe systems to be used, methods, anchor point locations, etc.)

☐ Fall Protection Training Records (for all crewmembers performing this task)

☐ Competent Person Letter of Designation (include areas of competency and signatures)

☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)

☐ Site Map (identifying areas where work is to be performed)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT K – Crane Operation SPA Cover Letter

The following Crane Operation requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Booms or suspended loads must not be allowed to pass over playgrounds or other school property when there is a potential for students or staff to be present in these areas and/or within any fall radius.**

To hold an on-site Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Lift Date: _____

Crane Operations SPA must include but is not limited to the following:

☐ Scope of Work (describe methods, operating procedures, and affected work areas)

☐ Crane Location and Logistics Plan (identify underground and overhead crane hazards)

☐ Lift Plan (identify load capacities, means of communication, and rigging/lifting methods)

☐ Site Map (identifying sequence of operation and fall radius in relation to any occupied areas)

☐ Crane Certificate of Insurance and Annual Inspection Records

☐ Competent Person Letter of Designation (include areas of competency and signatures)

☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)

☐ Crane Operator Certification and Medical Card

☐ Rigger and Signal Person Training Records

☐ Fall Protection (if applicable, describe systems to be used, methods, anchor point locations, etc.)

☐ Fall Protection Training Records (for all crewmembers performing this task)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT L – Steel Erection SPA Cover Letter

The following Steel Erection requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Steel Erection must not be allowed when students and/or staff are present in occupied areas and/or within any fall radius.**

To hold an on-site Steel Erection SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Steel Erection SPA must include but is not limited to the following:

☐ Scope of Work (describe methods, operating procedures, and affected work areas)

☐ Steel Erection Plan (describe equipment placement, lifting methods, and connection procedures)

☐ Written Notification from the General Contractor confirming concrete footings, piers, and/or walls have been cured to a level that will provide adequate structural strength and stability.

☐ Site Map (identifying sequence of operation and fall radius in relation to any occupied areas)

☐ Fall Protection procedures (describe systems to be used, Controlled Access Zones, etc.)

☐ Fall Protection Training Records (for all crewmembers performing this task)

☐ Rigger and Signal Person Training Records

☐ Competent Person Letter of Designation (include areas of competency and signatures)

☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT M – Aerial Crane Operation SPA Cover Letter

The following Aerial Crane Operation requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Aircraft or suspended loads must not be allowed to pass over playgrounds or other school property when there is a potential for students, staff, or public to be present in these areas and/or within any potential drop zones.**

To hold an on-site Aerial Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Lift Date: _____

Aerial Crane Operations SPA must include but is not limited to the following:

☐ Lift Plan (scope of work, travel path, ground level and ariel hazards or obstructions)

☐ Site Set-Up (overhead map of staging areas, sequence of operation, primary and alternate emergency area locations, and potential drop zones in relation to occupied areas)

☐ Material to be lifted (method of attachment, rigging to be used, configuration, and load capacities)

☐ Roles and responsibilities (communication methods for ground crew, roof crew, and operator)

☐ Competent Person Letter of Designation form (include areas of competency and proof of training)

☐ Rigger and signal person training records

☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

☐ Emergency Action Plan (including emergency contact information and medical facility)

☐ Standard Airworthiness Certificate

☐ Congested Area Plan Request to FAA

☐ FAA Registry of Aircraft

☐ FAA Airman Detail Report

☐ Notification of Dallas City Officials

☐ Certificate of Aircraft liability insurance (insurance limit must be $10 million, per contract amount)

☐ Evidence of additional insured and waiver of subrogation endorsement

EXHIBIT N – Hot Work Permit

All temporary work involving open flames, intense heat, or sparks will require a Hot Work Permit. The permit must be issued by the contractor and authorized by the appropriate supervisor before any hot work (welding, brazing, cutting, grinding, etc.) can begin. Two copies of the Hot Work Permit must be made. One should be filed with the contractor. The second copy should be posted at the site of the hot work until the job is completed.

Issue Date:	Permit Expires:	
Building:	Sub:	Area:
Authorizing Supervisor (GC):	Start Time:	End Time:
Operator:	Fire Watch:	

Checklist

Following items must be checked by the authorizing supervisor and operator/welder. If any item is checked "No", then hot work must not begin until item or area is corrected.

Yes	No	
☐	☐	Work area examined
☐	☐	Equipment inspected, in good repair
☐	☐	PPE inspected, in good repair
☐	☐	Sprinkler system operable
☐	☐	Combustible materials/items moved a radius of 35 feet away from work area.
☐	☐	Explosive atmosphere (s) eliminated
☐	☐	Floor and wall openings covered
☐	☐	Fire watch assigned and required during work and for 30 minutes afterwards*
		*Fire watch must be at least 30 minutes in duration
☐	☐	Fire watch has ample extinguishing equipment and is trained to properly use it
☐	☐	Work area is considered a confined space (if yes additional confined space will be required. Contact supervisor before proceeding)
☐	☐	Proper ventilation provided for the work area

Other precautions

1. _____
2. _____

Authorizing Supervisor Signature: _____ Date: _____

Final Checkup: To be completed after hot work is finished and fire watch is over

The work area and all surrounding areas subjected to heat and sparks were monitored during the hot work operations and during the required fire watch period and found to be safe.

Fire Watcher Signature: _____ Title: _____ Date: _____

EXHIBIT O – Incident Investigation Report

CONTRACTOR: _____ACCIDENT DATE: _____TIME: _____LOCATION _____

ACCIDENT LOCATION (SPECIFIC): _____

WHAT HAPPENED? (Describe operation, activity, condition and how accident or loss occurred.

Use separate sheet and diagram if necessary): _____

_____

Recommended correction action:

_____

Equipment involved #: _____Employee involved: _____

Employee Injury (Describe):

_____

Root Cause (Describe): _____

Medical referral? Yes____ No_____

Company Property Damage or Loss

(Describe): _____

DISD Property, Damage, or Injury to Others

(Describe): _____

Witnesses (Name, address, phone): _____

Police Report Number: _____ DISD Police Report Number: _____

Foreman/Supervisor_____ Date: _____

Keep Original in contractor's File and CC: Owner's Representatives

[Attach Photos]

EXHIBIT P – Safety Inspection Checklist

SAFETY INSPECTION CHECKLIST				
Contractor:	Contract No.			
Job-site Location:				
Person in Charge:				
Date: Time:				
Person(s) making inspection:	Column: A= Adequate B= Inadequate N/A = Not Applicable			
PROGRAM ADMINISTRATION:	A	B	N/A	REMARKS
1. Posting OSHA and other job-site warning posters.				
2. Do you have safety meetings?				
3. Job safety training, including first-aid training?				
4. Is first-aid equipment and supplies available?				
5. Are job-site injury records being kept?				
6. Are emergency telephone numbers, such as police department, fire department, doctor, hospital, and ambulance, posted?				
HOUSEKEEPING AND SANITATION:	A	B	N/A	REMARKS
1. General neatness of working areas.				
2. Regular disposal of waste and trash.				
3. Passageways and walkways clear?				
4. Adequate lighting.				
5. Protruding nails removed or bent over?				
6. Oil and grease removed.				
7. Waste containers provided and used.				
8. Sanitary facilities adequate and clean.				
9. Drinking water potable.				
10. Adequate supply of water.				

11. Disposable drinking cups.				
FIRE PREVENTION:	A	B	N/A	REMARKS
1. Fire instructions to personnel.				
2. Fire extinguishers identified, checked, accessible.				
3. Proper fire extinguishers provided.				
4. Hydrants clear, access to public thoroughfare open.				
5. Good housekeeping.				
6. "No Smoking" signage posted and enforced where needed.				
7. Fire brigades.				
ELECTRICAL INSTALLATIONS:	A	B	N/A	REMARKS
1. Adequate wiring, well insulated.				
2. Circuit breakers and GFCI (where required) provided.				
3. Fire hazards checked.				
4. Electrical danger signs posted.				
5. Are terminal boxes equipped with required covers? Are covers used?				
HAND TOOLS:	A	B	N/A	REMARKS
1. Proper tool being used for each job.				
2. Neat storage, safe carrying.				
3. Inspection and maintenance.				
4. Damaged tools repaired or replaced promptly. Are employee's tools inspected and repaired?				

POWER TOOLS:	A	B	N/A	REMARKS
1. Good housekeeping where tools are used.				
2. Tools and cords in good condition.				
3. Proper grounding.				
4. Proper instruction in use.				
5. All mechanical safeguards in use.				
6. Tools neatly stored when not in use.				

7. Right tool being used for the job at hand.				
8. Wiring properly installed.				
POWDER ACTUATED TOOLS:	A	B	N/A	REMARKS
1. Local laws and ordinances complied with.				
2. All operators trained.				
3. Tools and charges protected from unauthorized use.				
4. Competent instruction and supervision.				
5. Tools checked and in good working order.				
6. Tools not used on anything but recommended materials.				
7. Safety goggles or face shields provided and used.				
8. Flying hazard checked by backing up, removal of personnel, or use of captive stud tool.				
LADDERS:	A	B	N/A	REMARKS
1. Ladders inspected and in good condition?				
2. Secured to prevent slipping, sliding, or falling?				
3. Do side rails extend 36" above top of landing?				
4. Rungs or cleats not over 12" on center.				
5. Metal ladders not used around electrical hazards.				
6. Proper maintenance and storage.				
7. Are ladders not painted?				

SCAFFOLDING:	A	B	N/A	REMARKS
1. Is erection properly supervised?				
2. Will all structural members meet the safety factor?				
3. Are all connections secure?				
4. Is scaffold tied into structure where necessary?				
5. Are working areas free of debris, snow, ice, grease?				
6. Are base plates and mud sills provided?				
7. Are workers protected from falling objects?				

8. Is the scaffold plumb and square with cross- bracing?				
9. Are guardrails, intermediate rails, and toe boards in place?				
10. Are hoist ropes and cables in good condition?				
HOISTS, CRANES AND DERRICKS:	A	B	N/A	REMARKS
1. Inspect cables and sheaves.				
2. Check slings and chains, hooks, and eyes.				
3. Equipment firmly supported.				
4. Outriggers used, proper cribbing.				
5. Power lines deactivated, removed or at safe distance				
6. Proper loading for capacity of lifting radius.				
7. All equipment properly lubricated and maintained.				
8. Signalman where needed.				
9. Signals understood and observed.				
10. Are inspection and maintenance logs maintained?				
HEAVY EQUIPMENT:	A	B	N/A	REMARKS
1. Regular inspection and maintenance.				

2. Lubrication and repair of moving parts.				
3. Lights, brakes, warning signals operative.				
4. Wheels chocked when necessary.				
5. Haul roads well maintained and laid out properly.				
6. Protection when equipment is not in use.				
7. Shut-off devices on hose lines in case of failure?				
MOTOR VEHICLES:	A	B	N/A	REMARKS
1. Regular inspection and maintenance.				
2. Qualified operators.				
3. Brakes, lights, warning devices operative.				

4. Weight limits and load sizes controlled.				
5. Is all glass in good condition?				
6. Are back-up (reverse) alarms provided?				
7. Fire extinguishers provided in all vehicles?				
BARRICADES:	A	B	N/A	REMARKS
1. Floor openings planked over and secured, or barricaded.				
2. Roadways and sidewalks effectively protected.				
3. Adequate lighting provided.				
4. Traffic controlled.				
HANDLING AND STORAGE OF MATERIALS:	A	B	N/A	REMARKS
1. Are materials properly stored or stacked?				
2. Are passageways clear?				
3. Stacks on firm footings, not too high.				
4. Proper number of men for each operation.				
5. Are workers lifting loads correctly?				

6. Are materials protected from weather conditions?				
7. Protection against falling.				
8. Is dust protection observed?				
9. Extinguishers and other fire protection provided.				
10. Is traffic controlled in the storage area?				
EXCAVATION AND SHORING:	A	B	N/A	REMARKS
1. Are adjacent structures properly shored?				
2. Is shoring, benching, or sloping used for soil depth or excavation properly sloped?				
3. Are roads and sidewalks supported and protected?				
4. Is material stored at least 2 feet from excavations?				
5. Is excavation barricaded and lighting provided?				
6. Is equipment a safe distance from edge of excavation?				
7. Are ladders provided where needed?				

8. Are equipment ramps adequate?				
9. Is job supervisor on-site during trenching operations?				
DEMOLITION:	A	B	N/A	REMARKS
1. Are operations planned ahead?				
2. Is there shoring of adjacent structures?				
3. Are material chutes used?				
4. Is there sidewalk and other public protection?				
5. Adequate access ladders or stairs.				
FLAMMABLE GASSES AND LIQUIDS:	A	B	N/A	REMARKS
1. All containers U.L. approved meeting OSHA requirements with contents clearly identified.				
2. Proper storage practices observed.				
3. Fire hazards checked.				
4. Proper storage temperatures and protection.				
5. Proper types and number of extinguishers nearby.				
6. Carts for moving cylinders available.				
MASONRY:	A	B	N/A	REMARKS
1. Proper scaffolding.				
2. Saws properly equipped; dust protection provided.				
ROADWAY CONSTRUCTION:	A	B	N/A	REMARKS
1. Laws and ordinances observed.				
2. Flag-person properly dressed, instructed, and posted.				
3. Adequate warning signs and markers.				
4. Equipment not blocking right of way.				
5. Traffic control through construction site.				
6. Adequate marking and maintenance of detours.				
7. Dust control.				
8. Adequate lighting.				
PERSONAL PROTECTIVE EQUIPMENT:	A	B	N/A	REMARKS
1. Eye and Head protection.				
2. Face shields.				
3. Respirators and masks.				
List actions to be taken for all items found non-compliant				

EXHIBIT Q – Contractor Acknowledgement Statement

Campus Name and ORG Number: _____

Contractor Name:_____

Date: _____

By executing this document as an authorized representative of the referenced Company identified above, I acknowledge and confirm that I have read and understand the contents of the Dallas ISD Construction Safety Program Guidelines in its entirety.

I also recognize and acknowledge that the obligation to protect the safety and health of all persons affected by construction activities is not limited to the requirements of the Dallas ISD Construction Safety Program Guidelines only, but also includes all applicable OSHA, Federal, State, and local regulations, and guidelines necessary to provide a safe and healthful working environment for all contractors, campus staff, students, and general public.

The Contracting Company and its employees will comply with all applicable safety requirements while performing work on any Dallas ISD property. The Company will further communicate the requirements of the Dallas ISD Construction Safety Program Guidelines and other applicable OSHA, Federal, State, and local regulations, and guidelines to all tiered Subcontractors that will perform work on the Project and retain a physical signed copy of this Contractor Acknowledgement Statement from each such Subcontractor.

_____
(Name of Authorized Representative)

_____
(Signature of Authorized Representative)

_____
(Date Signed)

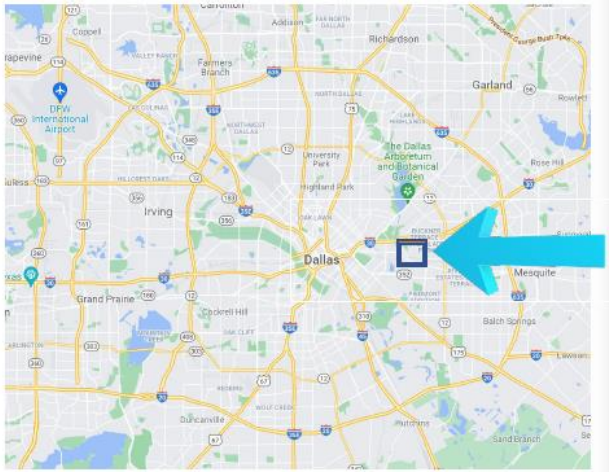
ATTACHMENTS

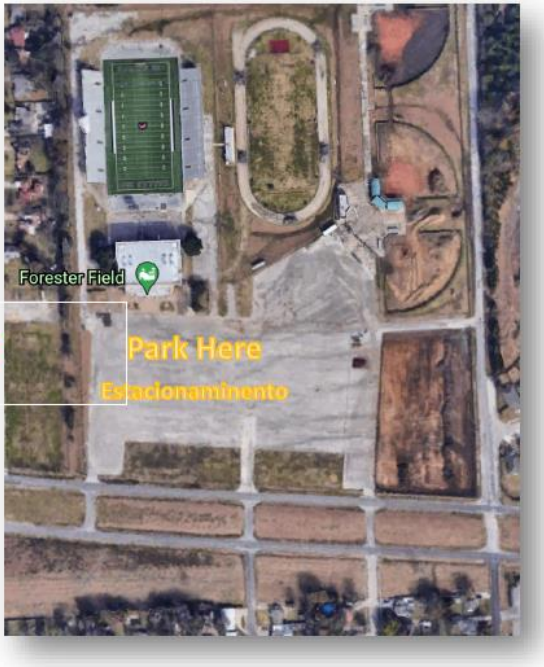
- Attachment I – Dallas ISD Orientation Location and Schedule
- Attachment II – Site-Specific Safety Plan Guidelines
- Attachment III – Crisis Communications Poster
- Attachment IV – Visitor's Release and Hold Harmless Agreement
- Attachment V – Shutdown Notification Guidelines
- Attachment VI – SWPPP Oversight Flowchart
- Attachment VII – Greenfield Shutdown Authorization Request Guidelines
- Attachment VIII – Intruder Detection
- Attachment IX – Campus Security Reminders
- Attachment X – Safety Meeting Sign-in Sheet
- Attachment XI – Geotechnical Soil Sampling Safety Guidelines
- Attachment XII – Inclement Weather Plan of Action

Dallas ISD Orientation Location and Schedule

DALLAS INDEPENDENT SCHOOL DISTRICT

Construction Services





Dallas ISD
Construction Safety Orientation
(Orientacion de Seguridad)

Location/Ubicacion
Forester Field
8233 Military Pkwy
Dallas, TX 75227

Schedule/Horario
7:30am-8:30am
Tuesday and Thursday
Martes y Jueves

You must have your Dallas ISD Badge to attend this orientation.

Usted debe tener su identificacion para poder asistir a esta Orientacion.

CRITERIA FOR DEVELOPING A SITE-SPECIFIC SAFETY PLAN

Prior to work, Contractors are required to submit for review, an acceptable Site-Specific Safety Plan that includes safe and health work practices. The Owner's Representative will evaluate the plan to see that it meets the safety requirements for the Project's scope of work.

A Site-Specific Safety Plan must include but is not limited to the following:

(1) **Scope of Work:** A description of the scope of work is to be included on the front page of the Site-Specific Safety Plan.

(2) **Job Safety Procedures:** Explain in detail and specifically how job safety is to be incorporated into each phase of the scope of work. Use of ladders, scaffolds, flagging, equipment, exposures, special conditions, fall protection, etc., must be included for the plan to be accepted. Generalities will not be accepted to Explain the safety and health conditions employees will be exposed to.

(3) **General Contractor's Site-Specific Safety Orientation:** Each employee who is new to the jobsite must receive a thorough safety and hazard communication orientation, which imparts basic information about the project safety and health program, federal/state regulations, and other safety rules and regulations needed to perform tasks safely. Future safety instructions may be necessary if hazardous work and/or unfamiliar tasks are performed.

(4) **Competent Person Designation(s):** Competent Person Designation Form(s) accompanied by a valid First Aid/CPR and OSHA 30-hour certification (within 5 years of the issuing date) must be provided for all on-site persons designated as competent.

(5) **Supervising for Safety:** Explain how supervisors are going to constantly review the safe practices and procedures. Jobsite inspections are required daily. An inspection checklist should be documented at least weekly.

(6) **Disciplinary Policy:** Contractor must explain disciplinary action for any employee who jeopardizes his health or safety, or the health or safety of others.

(7) **Subcontractor Compliance:** Explain how Subcontractor compliance with your safety program and the Construction Minimum Safety Program Guidelines Manual will be verified and documented. When Subcontractor's programs are deficient, the General Contractor must be responsible for providing them with the necessary training and protection. This must be documented.

(8) **Incident Investigation Procedure:** Explain how the General Contractor and involved Subcontractors will investigate all incidents involving a near miss, injury, and/or property damage. Investigation Procedures must include a Root Cause Analysis and Corrective Action Plan to prevent reoccurrence.

(9) **Emergency Action Plan:** Describe Actions to be taken should an emergency occur. Emergency Action Plans must cover injuries, fires, evacuations, and similar situations. Plans must include designated emergency contact names and telephone numbers, e.g., on-site supervision, police department, fire department, doctor, hospital, and ambulance.

(10) **Personal Protective Equipment:** Describe Personal Protective Equipment (PPE) to be worn, training requirements, and parameters for its use.

(11) **Occupational Health Programs:** Site-specific Occupational Health and Illness Prevention Programs are required to protect employees working on the project, i.e., Asbestos Awareness, Air Monitoring, Silica, Sampling, Special Protective Clothing or Equipment, and Particular Hazards.

(12) **Job Hazard Analysis (JHA):** Explain the formal job hazard analysis process

(13) **Task Training:** Contractors are required to task train employees in the exposures they will be confronted with and the job they are expected to perform. Other situations, however, may arise during the course of the project that will require additional training. Explain how task training will be accomplished, how often it will be conducted, and who will be conducting the training.

(14) **Reporting Unsafe Acts or Conditions:** Explain the program in place that promotes positive feedback to supervision and employees who report unsafe acts and/or conditions.

(15) **Toolbox Talk Safety Meetings:** These must be held and documented at least weekly. Explain who will be responsible for conducting these meetings, when they will be held, and where they will be held.

(16) **Fire Prevention and Protection Plan:** Explain the job-site fire prevention and protection program in detail.

(17) **Hazard Communication Program:** Provide copy of the Site-specific Haz-Com program.

(18) **Lock-out/Tag-out (LOTO) Program**: Provide a copy of the Site-specific LOTO Program

(19) **Confined Space Entry:** Provide a copy of the Site-specific Confined Space Program

(20) **Trenching/Excavation and Utility Strike Prevention**: Provide a copy of the Site-specific Trenching/Excavation Procedures and a Utility Strike Prevention Plan.

(21) **Fall Protection and Prevention Program:** Provide a copy of the Site-specific Fall Protection and Prevention Program

(22) **Traffic Control Plan:** Provide a copy of the Site-specific Traffic Control Plan

(23) **Substance Abuse Policy:** Provide a copy of the Substance Abuse Policy

(24) **Special Instructions and Information:** Provide any special instruction or additional safety information as it relates to the unique conditions and/or environment associated with the project.

Note: The requirements outlined in this Document are intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to Contractors. This Document is **not** intended to replace the need for each Contractor of any tier to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

CONSTRUCTION SITE Crisis Communications GUIDELINES

SUGGESTED STEPS FOR CRISIS SITUATIONS:

1. Evaluate the situation and extent of damage or injuries.
2. If students are present, immediately contact the principal or school office.
3. Call 9-1-1 if necessary. Be prepared to give the dispatcher details of the accident and injuries, the exact address and where emergency crews should enter the site.
4. Assign someone to meet emergency crews at the gate.
5. Call Dallas ISD Communications at (972) 925-3917. Be prepared to provide as much information as possible.
6. Call Dallas ISD Police at (214) 932-5627.
7. Call Construction Services at (972) 925-7200.
8. Call the Safety Manager at (214) 435-2204.
8. Other than as noted below, *do not speak* to reporters or photographers. Refer them to Dallas ISD Communications.

How to handle reporters who come to the construction site:

There is no such thing as "off the record." Be polite, but firm. Tell reporters and photographers they must wait off-site, outside the main gate, until an authorized Dallas ISD spokesperson arrives. Do not push, shove, block, or attempt to physically restrain a reporter or photographer. When dealing with reporters, photographers or TV crews, always assume that they are recording.

EMERGENCY TELEPHONE NUMBERS:

Dallas ISD Police

(214) 932-5627

Robyn Harris

Dallas ISD Communications/ District Spokesperson

(972) 925-3917

Alvaro Meza

Bond Program Safety Manager

(214) 435-2204

DALLAS INDEPENDENT SCHOOL DISTRICT

Visitor's Release and Hold Harmless Agreement

General Contractor: _____

Project Name: _____ Date: _____

In consideration of being permitted, for my own purposes and interests, to enter upon the premises or construction site of Dallas Independent School District Construction Project, I hereby release, hold harmless, and indemnify the Dallas Independent School District, Consultants, Inspectors, Contractors and Subcontractors from and against, and assume the risk for and on behalf of myself, my heirs, my supervisor and my estate, all damages, losses, injuries and any and all other claims of any type whatsoever for personal injury (including death) and other loss or damage of any nature whatsoever including damage to my personal property, and reasonable attorney's fees and court costs sustained or caused while on such premises or site.

In the event any clause, term, or provision of this agreement must be declared or adjudicated void or invalid, it must in no manner affect the other clauses, terms, and provisions hereof, which must remain in full force and effect, as if the clause, term, or provision so declared or adjudicated invalid was not originally a part hereof.

Visitor's Name: _____

Visitor's Signature: _____

Address: _____

Date: _____

Shutdown Notification Guidelines

The General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of the shutdown. Notification includes Dallas ISD Central Maintenance Office, A/E, Program Manager, and the Principal at each affected school.

- Shutdown Authorization Form (EXHIBIT I) must be submitted to the Dallas ISD Bond Program Manager and Dallas ISD Project Manager for signatures of approval **10 days prior** to any planned shutdown.
- Shutdowns to be scheduled during weekends or extended breaks.
- Overtime Code may be needed for Dallas ISD Personnel involved after hours.
- Permanent shutdowns must be field verified by Contractor. If utility service remains active, immediately report to DISD Sustainability via Bond PM.

Water Shut-off Guidelines

Notification To:

- ✓ Dallas ISD Quadrant Supervisor
- ✓ Dallas ISD Department Supervisor
- ✓ Affected Dallas ISD Departments & Confirmation of readiness (Including but not limited to HVAC, Kitchen, Fire Suppression, etc.)
- ✓ Dallas ISD Sustainability Manager and/or Technician

Content of Notification:

- ✓ Signed Authorization form-DISD PM.
- ✓ Type of Shutdown: Emergency, Minor, Complete, Relocation.
- ✓ Meter number (if applicable).
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ When relocating a utility, DISD Sustainability department must be notified.

Dallas ISD Plumbing Department:

- Department Manager: Bart Braswell
- SE Quad Supervisor: Jesse Rincon
- SW Quad Supervisor: James Baker
- NE Quad Supervisor: Justin Morris
- NW Quad Supervisor: David Martin
- Sustainability Department Manager: Bryant Shaw
- Sustainability Department Technician: Stephanie Garcia

Re-pressurizing:

- ✓ Include City Inspection
- ✓ Contractor to provide post inspection along with photos to DISD Plumbing Manager

Gas Shut-off Guidelines

Notification To:

- ✓ Quadrant Supervisor
- ✓ Department Manager
- ✓ Affected Departments & Confirmation of readiness (Including but not limited to HVAC, Kitchen, etc.)
- ✓ Dallas ISD Sustainability Manager and/or Technician

NOTE: When adding HVAC units, Project AE approval of increased load is expected.

Content of Notification:

- ✓ Signed Authorization form-DISD PM.
- ✓ Type of Shutdown: Emergency, Minor, Complete, Relocation.
- ✓ Meter number (if applicable).
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ When relocating a utility, DISD Sustainability department must be notified.

Re-pressurizing:

- ✓ Include City Inspection
- ✓ Contractor to provide post inspection along with photos to DISD Plumbing Manager

Sanitary Sewer Guidelines

Notification To:

- ✓ Quadrant Supervisor
- ✓ Department Manager
- ✓ Dallas ISD Sustainability Manager and/or Technician

Content of Notification:

- ✓ Signed Authorization form-DISD PM
- ✓ Type of Shutdown: Emergency, Minor, Complete
- ✓ Meter number (if applicable)
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ PMF PM to provide a Post Audit to DISD Plumbing Manager
- ✓ Include Pictures of tie-in
- ✓ Include City Inspection for all work.

Tie-In Guidelines:

- ✓ PMF PM to provide post inspection of service to DISD Plumbing Manager.

Electrical Shutdown Guidelines

Notification To: [Prior to Shut down and after restoration of service]

- ✓ ONCOR (if applicable)
- ✓ DISD Electrical Quadrant Supervisor
- ✓ DISD Electrical Department Supervisor
- ✓ MEP Director
- ✓ Dallas ISD Sustainability Manager and/or Technician.
- ✓ Affected Departments & Confirmation of readiness (HVAC, Kitchen, IT, Building Security, Fire Alarm, etc.)

Dallas ISD Electrical Department:

- Department Director: Bart Webster
- Department Manager: George Lakes
- NW Supervisor: Ainsworth, Steven
- NE Supervisor: Kevin T Liles
- SE Supervisor: Douglas Hall
- SW Supervisor: Jim Ward

Dallas ISD Sustainability Department:

- Sustainability Department Manager: Bryant Shaw
- Sustainability Department Technician: Stephanie Garcia

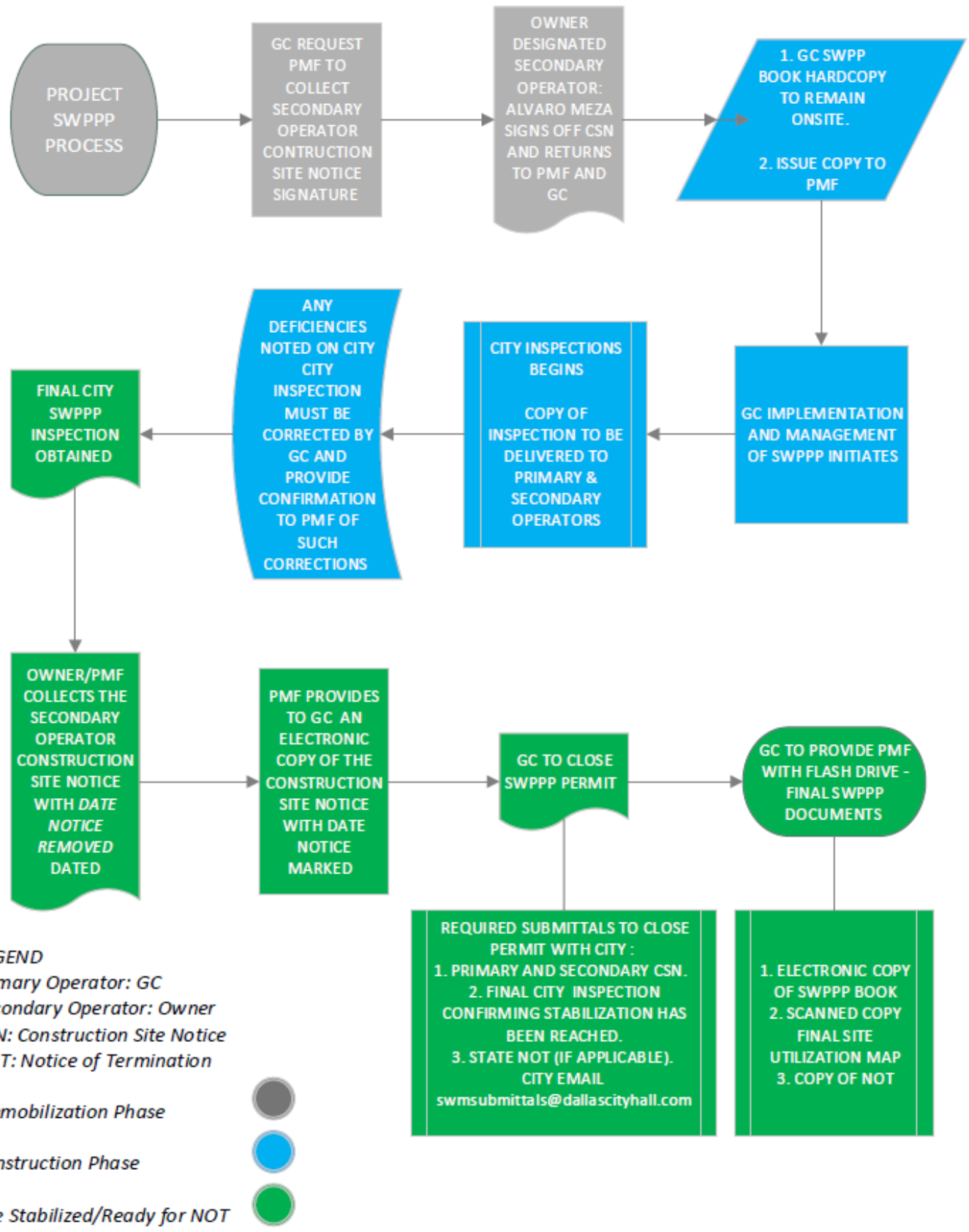
Content of notification:

- ✓ Signed Authorization form-DISD PM
- ✓ Type of Shutdown: Emergency, Minor, Complete
- ✓ Meter number (if applicable)
- ✓ When relocating a utility, DISD Sustainability department must be notified
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ Complete-Shutdowns-

Re-energizing:

- ✓ Quadrant Supervisor
- ✓ Department Supervisor
- ✓ Affected Departments & Confirmation of readiness (HVAC, Kitchen, IT, Building Security, Fire Alarm, etc.)
- ✓ Electrical Contractor to gradually increase power

SWPPP Oversight Flowchart



Greenfield Shutdown Authorization Request Guidelines

See below set of guidelines for greenfield projects requesting permanent utility shutdown:

1. **Utility Shutdown request should select PERMANENT on the top right portion of our authorization form. (See below sample)**

2. **General Contractor (GC) responsible to provide power for the duration of the project.**

3. **Once the project reaches substantial completion, the GC/PMF to provide the Dallas ISD Sustainability Department with a copy of the GC utility bills to transfer the utility service to Dallas ISD.**

If you have any questions, please reach out to Dallas ISD Sustainability Department: sg9453@dallasisd.org

Note:
- Before demolishing a portable and/or building all meters numbers should be provided to DISD sustainability department to closed account and have the meters removed through the Owner provider.
- Please be reminded there is a "Minimum of 10-day(s) advance notice" for utilities.
It is very important that ALL Utility Accounts are closed through sustainability to prevent the GC reimbursing the district.
- Lastly, DISD is not responsible to provide GC utilities on Greenfield Locations.

Dallas Independent School District
Bond Program
Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION: ☐ *Permanent ☐ Temporary

School Name and Org. #:
Bond Program Manager (PM) Name:
General Contractor (GC) Person In-Charge:
Sub-Contractor (SUB) Person In-Charge: (Name) (Contact No.)

SECTION B. PRE-WORK NOTIFICATION:

Utility System(s) to Be Shut down:
Utility Meter number:
Description of Work Performed:
Describe Procedure for Shutdown:
Safety Measures/ Precautions for Shutdown:
Date/ Time Requested for Shutdown: Shutdown Date / Shutdown Time / Restart Date / Restart Time

It is requested that the noted building systems be allowed for "shutdown" by the General Contractor to allow for our tie-in of services for the Project as enumerated below. We note that five (5) days advance notice is required as a minimum. I hereby certify that the required work has been coordinated and scheduled to achieve completion within the requested time-period.

SUB Person-In-Charge: (Sign) (Date)
GC Person-In-Charge: (Sign) (Date)
Bond Program Manager (PM) Approval: (Sign) (Date)
DISD Project Manager Approval: (Sign) (Date)

SECTION C. POST-WORK CERTIFICATION:

Actual Date/ Time for Shutdown: Shutdown Date / Shutdown Time / Restart Date / Restart Time

GC Person-In-Charge Certification: (Sign) (Date)
Bond Program Manager (PM) Certification: (Sign) (Date)
DISD Project Manager Certification: (Sign) (Date)
DISD Sustainability Certification: (Sign)

SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION

A. The General Contractor is to complete the Utility Shutdown Request Form, at least 2 working days prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval.
B. The Bond Program Manager (PM) will review and approve submitted Utility Shutdown Request Form and forward to the respective Dallas ISD Project Manager for approval.
C. The Dallas ISD Project Manager will review and approve form and return to the PM.
D. PM forwards approved form to Director/Maintenance Solutions and notifies Deputy Chief Director, Emergency Operations and Bond Program Safety Manager.

Note: All scheduled shutdowns requests will require a phone meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedures and status of all District departments involved on the shutdown request.

Note: For electrical shutdowns (Scheduled/ involuntary), when required for building operations, the General contractor must supply a power generator to keep the telephones, data and alarms working at all times.

*Permanent shutdowns are facilities or specific meters that will not require power/ utility to be restored.

AGENDA FOR CAMPUS SECURITY MEETING

Sign-in Sheet

- ✓ All personnel in attendance must sign-in

Welcome

- ✓ Purpose of the Meeting – To Review the Requirements Regarding Intruder Detection and Campus Security.

Intruder Detection

- ✓ All visitors must enter through the campus' secured entry point
- ✓ Immediately report any suspicious activity to the Project Management Team
- ✓ Always be alert – See Something, Say Something, Do Something
- ✓ Stop any individuals in your building who do not display a District Badge or Visitor Badge and escort them to the main office.

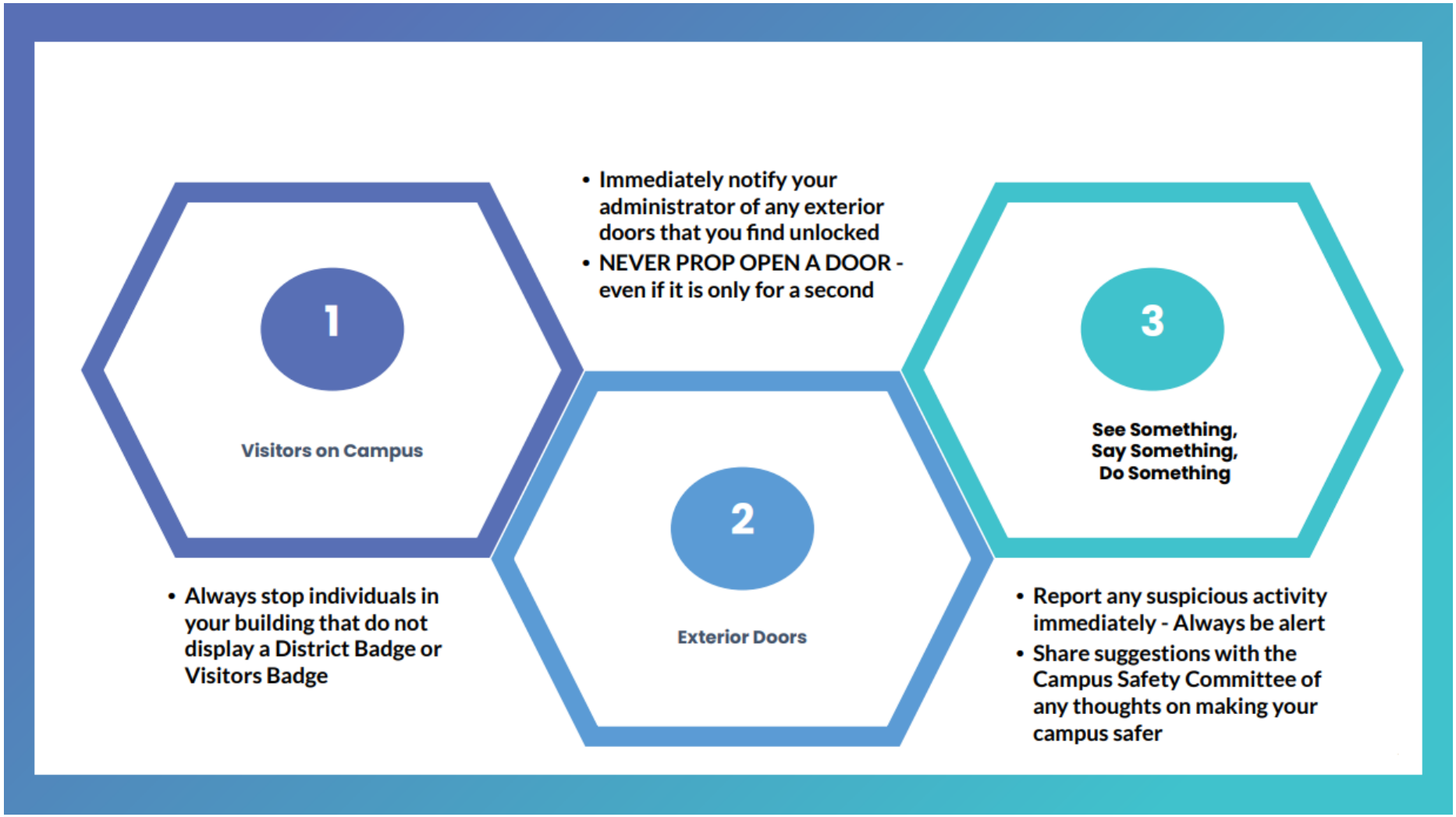
Propped Doors and Secured Areas

- ✓ **NEVER** prop open a door for any reason
- ✓ All exterior doors must remain locked at all times
- ✓ All interior doors leading into construction areas must remain locked at all times
- ✓ Portable doors are considered exterior doors and must be locked at all times
- ✓ Immediately notify the Project Management Team of any exterior door that you may find unlocked or propped open

Questions and Answers:

Note for General Contractors: All locked doors leading into construction areas and/or restricted pathways must be communicated with the campus Principal and Fire Marshal to ensure restrictions and/or physical alterations of any kind do not conflict with Campus Emergency Action Plans, Emergency Egress and NFPA 101 Life Safety Codes.

Campus Security Reminders



Safety Meeting Sign-in Sheet

DATE: _____ PROJECT: _____

CONTRACTOR:_____

Foreman's Signature:_____

Safety Representative:_____

TOPICS DISCUSSED:_____

NAME – PRINTED	SIGNATURE	COMPANY
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Geotechnical Soil Sampling Safety Guidelines

General Information:_____

School Name and Org #:_____

Bond Program Manager: _____

Company Name: _____ Supervisor: _____Cell Phone_____

Scope: _____Boring Map Location Attached: [circle] YES or NO

Mobilization Date: _____ Demobilization Date: _____Work Hours: _____

Minimum Drilling Safety Guidelines:

1. ALL crew members must be properly badged.
2. Schedule site access through your Dallas ISD Project Manager
3. [If Applicable] Pre-approved signed forms for custodial overtime may apply. Please confirm with your Dallas ISD PM.
4. During arrival, check in at the front office with badge displayed in the upper body and face cover.
5. Drill Rig must be barricaded and NOT be operated in occupied school areas.
6. Before any excavation is started, should contact 811 DIG-TESS for confirmation, Ground penetrating radar (GPR), review of existing plans, and any other reasonable efforts shall be made to determine if any underground utilities (i.e.: power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area. As the excavation work approaches the location of any known utilities, the lines shall be uncovered, using extreme caution not to disturb the lines, and adequate measures shall be taken to protect the lines from damage while the work progresses.
7. Any disturbed areas must be returned to existing and safe condition prior to departure.
8. Damage to property-Injuries Beyond First Aid must be immediately reported to Alvaro Meza 214-435-2204 and your Dallas ISD Project Manager.

NOTE: This Document is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This Document is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

Inclement Weather Plan of Action

General Guidelines
PMFs are required to notify and coordinate with the GCs to take proactive steps during inclement weather events. •Construction Services may schedule a coordination call prior to any severe weather event with PMF (in a group call or individually- These calls or meetings may be on a regular or impromptu basis as needed) to share information about projects with medium/high probability of damage to property or interruption to school operations. The intent is to provide Construction Services a complete situational awareness of a school's readiness for return of students, and to eliminate or mitigate risk to DISD's facilities.

PRIOR to Inclement Weather Event:
For projects under construction PMF to provide a report to DISD Construction Services any conditions that may impact campus occupancy or function.
Coordination with DISD Maintenance (Managers and Supervisors) and Custodial Services (campus, and supervisors), along with Principals is REQUIRED. Be prepared to report this coordination.

POST Inclement Weather Event:
•PMFs to conduct a field verification and begin the mitigation phase.
•Work with contractors and appropriate maintenance personnel to create a recovery plan
•Provide Construction Services a real time update - by campus- on said issue(s)•Reporting shall continue as needed till mitigation is completed.

Return of Students and Staff
•PMF Leadership or designee to coordinate with campus Principal and Facility Supervisor. iffeasible, PMF Project Manager will be on site for that morning to confirm good working schooloperations.

Sample Reporting
•013-FD Roosevelt – No issues to report
•013-FD Roosevelt- 2. Campus has an issue – Provide detailed description and mitigation.

The intent of this document is to establish a minimum level of proactive steps/reporting, but not be completely inflexible.
After Action Reviews or a Root Cause Analysis may be required. Information should be captured to support these events

[End of Document]

DISD 2020 Bond – General Contractor

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit **www.fcbackground.com/clientsignup/**
  (Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20SC21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - $74.50 *(see Pricing Agreement for details)*
Replacement Badge Fee – $25.00 * Enrollment Fee - $50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. ($25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- FCA notifies your General Contractor of all unpaid invoices.
- If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

- Current U.S. Driver's License
- U.S. Birth Certificate (along with photo id)
- Current US Passport
- U.S. Citizenship Naturalization
- Foreign Passport
- U.S. issued photo ID Card
- Temporary identification card
- Resident Visa
- Employment Visa

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

FCA Client Support Team
Phone: (972) 404-4479
Monday - Friday 6:00am – 6:00pm CST
customer.support@fieldca.com

DISD 2020 Bond – Professional Services

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit **www.fcbackground.com/clientsignup/**
  (Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20PS21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - $74.50 *(see Pricing Agreement for details)*
Replacement Badge Fee – $25.00 * Enrollment Fee - $50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. ($25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- FCA notifies your General Contractor of all unpaid invoices.
- If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

- Current U.S. Driver's License
- U.S. Birth Certificate (along with photo id)
- Current US Passport
- U.S. Citizenship Naturalization
- Foreign Passport
- U.S. issued photo ID Card
- Temporary identification card
- Resident Visa
- Employment Visa

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

FCA Client Support Team
Phone: (972) 404-4479
Monday - Friday 6:00am – 6:00pm CST
customer.support@fieldca.com

DISD 2020 Bond - Subcontractor

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit **www.fcbackground.com/clientsignup/**
  (Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20SC21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - $74.50 *(see Pricing Agreement for details)*
Replacement Badge Fee – $25.00 * Enrollment Fee - $50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. ($25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- FCA notifies your General Contractor of all unpaid invoices.
- If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

- Current U.S. Driver's License
- U.S. Birth Certificate (along with photo id)
- Current US Passport
- U.S. Citizenship Naturalization
- Foreign Passport
- U.S. issued photo ID Card
- Temporary identification card
- Resident Visa
- Employment Visa

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

FCA Client Support Team
Phone: (972) 404-4479
Monday - Friday 6:00am – 6:00pm CST
customer.support@fieldca.com

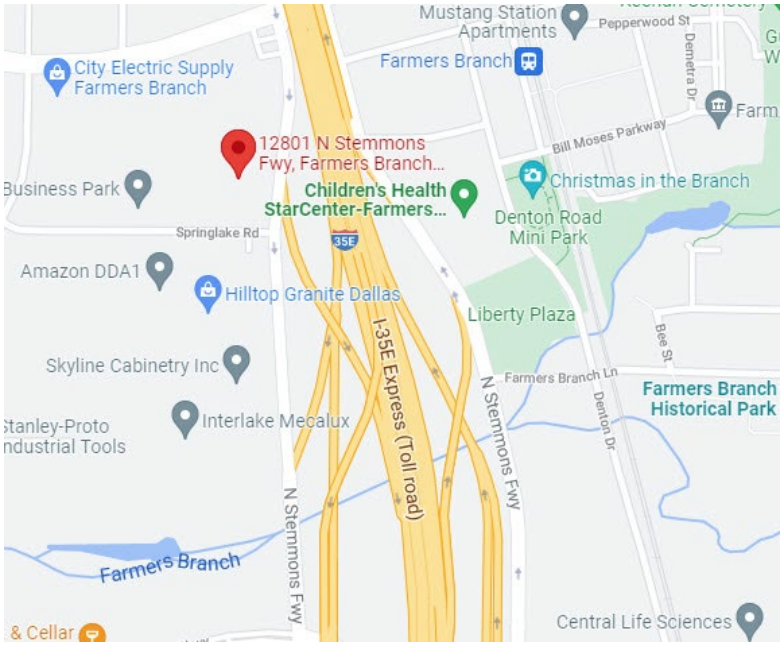
FCA EXPRESS - DALLAS SCREENING & BADGING FACILITY

ADDRESS

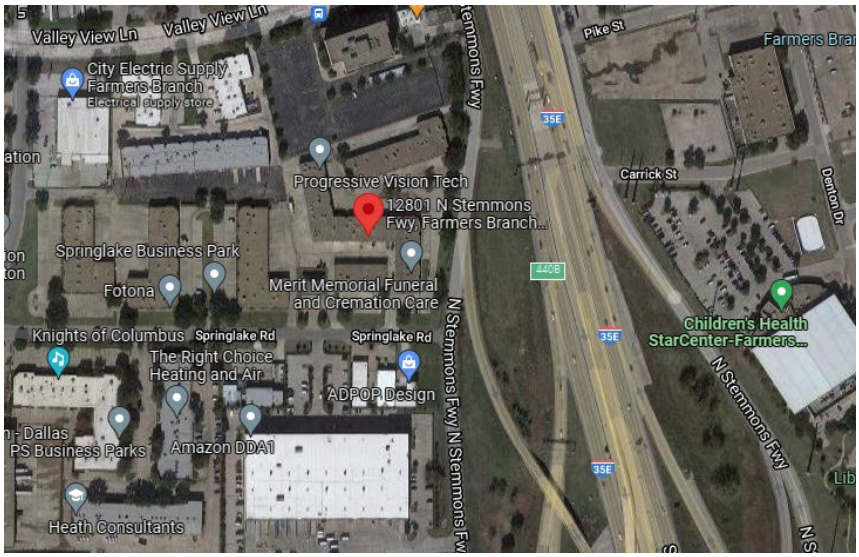
12801 N. Stemmons Frwy.
Ste. 807
Farmers Branch, TX 75234
Phone: 833.227.0637;
option 2
Hours: 7:30am - 4:30pm
Monday - Friday

OPENING FEBRUARY 14, 2022

Scan the QR code for instant directions!



Scan the QR code to contact us!



All FCA Express locations can process screens that require a background, drug test and badge.

www.fieldcontrolanalytics.com | 800-388-88827

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 Related Documents

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 Summary

A. Section includes:
1. Project information
2. Work covered by Contract Documents
3. Phased construction
4. Access to site
5. Coordination with occupants
6. Work restrictions

B. Related Sections:
1. Division 00 Section 00 31 00 Available Project Information
2. Division 00 Section 00 31 18 School Operations Parameters Statement
3. Division 01 Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities
4. Division 01 Section 01 52 14 “Temporary Facilities for Students” for specifications and procedures regarding the use of temporary swing space that the Contractor may furnish and install to accommodate the Work

1.3 Project Information

A. Refer to Section 00 31 00

1.4 Scope of Work. The Work consists of:

ORG 109 W.A. BLAIR ELEMENTARY SCHOOL

1. Provide security updates including camera, card access readers, door contacts, and security infrastructure
2. Provide secure front vestibule
3. Renovation of the front reception room, principal’s office
4. Replace exterior waterproofing sealants joints
5. Replace fire alarm system
6. Provide exterior lighting controls
7. Replace exterior lighting with LED lighting
8. Extend fire lane access drive
9. Renovate existing Cafeteria
10. Renovate and expand Kitchen
11. Mechanical/HVAC improvements including new rooftop units, replacing pumps, steam boiler, steam piping, condensate pump & piping, and providing controls.
12. Plumbing improvements include new waste piping, hot water heater, grease trap.
13. Pavement and sidewalk repair

1.5 Multiple Project Site Representation for Bid Packages. If multiple project sites are identified in the Work, the contractor shall employ and designate one qualified full-time Superintendent who shall oversee the performance on each individual project site within the bid package, for the duration of the project. Any deviation from this will need to be approved by DISD and the Program Manager.

1.6 Schedule of Values for Bid Packages. If multiple project sites are identified in the Work, the contractor shall provide one Schedule of Values for each project site attached to each application for payment. In addition, each school site shall have a separate schedule of values in the CSI format followed in the bid documents, identifying the labor and material components separately. Projects that have both Renovation and Addition scope shall have a sub-total for each of these two categories, within the Schedule of Values.

1.7 Concurrent Construction for Bid Packages. Work (additions and renovations) at each school site will be performed concurrently with the other school sites unless otherwise indicated by DISD.

1.8 Phasing. Since the school buildings will be in use during construction, the Work shall be conducted in such a manner as to not interrupt or disturb school activities. **THE PHASING PLANS ARE GUIDELINES AND ARE USED TO IDENTIFY A POSSIBLE APPROACH TO THE WORK. THE CONTRACTOR MAY SUBMIT A PHASING PLAN. ANY DEVIATION FROM THE SUGGESTED PLAN CONTAINED IN THE CONTRACT DOCUMENTS MUST BE APPROVED BY THE A/E, PROGRAM MANAGER, AND PRINCIPAL PRIOR TO IMPLEMENTATION.**

A. Temporary classroom space (Swing Space) if needed, **shall be provided by the Contractor**. The Contractor will be responsible for all associated planning, permitting, scheduling, installation, removal, site restoration, coordination and costs associated with providing temporary space for classrooms. Temporary classroom space will be in accordance with Section 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS.

B. The Contractor may submit, as part of the proposal, optional phasing plans that can potentially save the District time and money.

C. Some work may need to be performed after normal school operating hours, nights and weekends. A DISD representative must be present at the school during times that the Contractor is working at the school site. The Owner will incur overtime costs for DISD staff presence at the school site outside normal hours of school operation, including weekends and holidays. Such overtime costs incurred will be the financial responsibility of the General Contractor and will be credited to the Owner in a manner to be determined by the DISD and the Program Manager.

D. Refer to the School Operations Parameter Statement Section for details of the regular working hours, holidays and procedures for custodial overtime, etc.

E. Work cannot start in a particular Phase until students/staff have been relocated to the designated Swing Space (either in the existing building or in Temporary Buildings outside) or until there is an arrangement in place for alternate shift work involved.

1. Close coordination with the A/E, Program Manager, and the School Staff, will be required of the Contractor.

F. Certain areas included in the Contractor's scope of work may contain furniture, boxes, etc. Protection of these contents is the responsibility of the Contractor.

G. Refer to Construction Documents for additional Phasing information.

1.9 HVAC and Water Treatment Requirements. Contractor will coordinate with DISD for water treatment and HVAC maintenance. Please refer to the plumbing and mechanical specifications for the contractor's responsibilities related to these requirements.

1.10 Phase Acceptance. Upon certification by the Contractor and recommendation of the A/E, DISD will accept the Work of each individual phase as it is completed. Architectural acceptance shall be called "phase acceptance". The HVAC, electrical, plumbing and roofing systems will be accepted by DISD when the entire project has been completed; at that point, upon completion of all relevant contractual requirements, DISD will issue substantial completion. The contractor will operate and maintain the HVAC, electrical and plumbing systems that are a part of his scope of work until substantial completion. The contractor's warranty for any new HVAC, electrical, plumbing and roofing systems shall commence at substantial completion for each school project. The contractor will install new filters and record date of replacement on each filter upon substantial completion.

1.11 Use of Technology for Project Management. DISD will furnish information related to accessing web-enabled project management applications for this contract. DISD and the Program Manager will implement project management software, that will be easily accessible through the Internet. Contractor will cooperate with the Program Manager for the implementation and use of this tool.

Contractor will be required to create and post several types of documents into the web-enabled project management software via the Internet. Request for Information (RFIs) will be posted by the Contractor and responded to by the A/E(s) in the software via the Internet, thereby facilitating communication among all parties and expediting resolution of issues. A/E responses to RFIs will not be considered official and are still subject to revision until the Program Manager has approved the response in the software . Any meeting minutes and field reports required to be created by the Contractor or A/E(s) will be posted to the software. DISD and the Program Manager reserve the right to require additional documents to be entered into the software at their discretion.

1.12 Permitting. Contractors are responsible for the costs of acquiring the building permit at standard City of Dallas rates.

1.13 Storm Water Pollution Prevention Plan. Once the Notice to Proceed has been issued, the Contractor is obligated to comply with the applicable municipalities and applicable SWPPP codes and protocol. The Contractor assumes full responsibility for any complaints, citations, maintenance and complete management of the SWPPP plan including any and all documentation. For new schools with demolition scope by a separate contractor, Contractor shall coordinate with the separate contractor for a seamless transfer / transition of an existing SWPPP. Contractor will then submit all documentation to the District at closeout.

1.14 Construction Specification Index. All construction documentation will follow the Construction Specification Index format followed by the construction bid documents.

1.15 The contractor shall tag locations of all equipment within the scope of work by securing a plastic tag on the appropriate ceiling grid locations. This will assist easy identification of the equipment to DISD maintenance staff. The contractor will install stickers on all equipment provided indicating the warranty dates/periods and the contact information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. Refer to the AIA 201 General conditions for additional requirements concerning allowances,

2. All lump-sum and Owner Controlled Allowances are within the Contract Sum, and shall be covered by the bonds, insurance, general conditions, overhead, profit and all other costs so that the totals represented by the Allowances are available without additional charge or cost to the Owner.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Owner Controlled Contingency allowances.

C. Related Sections:
1. Division 00, File 00 41 11 - Proposal Form - Base Bid.
2. Division 01, File 01 22 00 - Unit Prices (for procedures for using unit prices)
3. Divisions 02 through 49 (or as applicable) Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, Contractor shall advise Architect and Program Manager of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's or Program Manager’s request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Once the proposal is approved by the Owner, purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Allowance Expenditure Request Authorization (AERA).

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, insurance, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a proposal based on the difference between purchase amount and the allowance.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

B. Schedule of Allowances is included in section 00 41 11

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Sections:

1. Division 00 Section 00 41 12 Proposal Form – Alternates and Unit Pricing.
2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements (File: 01 40 00)

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are either increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. If the quantities of the items listed in the Schedule of Unit Prices are increased, the Unit Prices set forth by the Contractor in Section 00 41 12 shall apply to such increased quantities. Unit Prices for adjusting the Contract Sum for less work or material installation will be 95% of these amounts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 SCHEDULE OF UNIT PRICES

Refer to section 00 41 12 for Schedule of Unit Prices.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by Proposers and stated on the Proposal Form for certain work defined in the Proposal Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.

2. The cost or credit for each alternate is the total addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum. Pricing for alternates may not be submitted or listed in the form of an allowance amount on the proposal form.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

2. Cost listed for each Alternate includes cost of related coordination, modification or adjustment.

B. Notification: Immediately following award of the Contract, Contractor shall prepare and distribute to each entity or person to be involved in the performance of the Alternate Work, a notification of the status of each Alternate scheduled herein. Indicate which alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates if any.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Claims for additional costs or time extensions resulting from changes to the Work as a result of the Owner’s election of any or all Alternates will not be allowed.

E. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Refer to section 00 41 12 for Schedule of Alternates

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:

1. Division 01 Section "Allowances" for products selected under an allowance.
2. Division 01 Section "Alternates" for products selected under an alternate.
3. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
4. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor and Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit five (5) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include related Specification Section number and title, Drawing numbers and titles and complete documentation for substitution. Include the following information with each request:
1. Certification by the Contractor to the effect that, in the Contractor’s opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it will perform adequately in the application indicated.
a. Include in a certification the Contractor’s waiver of right to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from IBC.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any.

3. Approval: If necessary, Architect will request additional information or documentation for evaluation within a reasonable amount time from receipt of a request for substitution. Architect will recommend to the Program Manager acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Program Manager will recommend to the District acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Upon recommendation from the Program Manager, the District will provide acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work with Program Manager and Owner written approval.
   b. Rejection will include a statement giving reason for rejection.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

B. The Owner may not consider the request if the Contractor cannot provide the product or method because of failure to pursue work promptly or coordinate activities properly.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

Approval process for both types of substitutions shall be as described above.

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within twenty (20) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect, only when there is an advantage to the Owner. The Owner may override rejections made by the Architect and request that the Program Managers make a determination as to whether the substitution shall be considered by the Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. System Substitution: No changes should be anticipated in major building system types or approved manufactures in pricing of schedule; the Owner has standardized materials in place in existing buildings, and will not change for the convenience of the contractor.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 1 – General Requirements, and Drawings are collectively applicable to this Section.

1.02 SECTION INCLUDES

A. Procedures for preparation and submittal of Application for Payment.

1.03 RELATED SECTIONS/DOCUMENTS

A. General Conditions: Progress Payment, and Final Payment.

B. Section 01340 – Shop Drawings, Product Data and Samples

C. Section 01370 – Schedule of Values

1.04 FORMAT

A. AIA G702 – Application and Certificate for Payment

B. For continuation sheet, use AIA G703 in format at Section 01 29 73 for schedule of values.

1.05 PREPARTATION OF APPLICATIONS

A. Type required information or use media printout.

B. Execute certification by authorized officer.

C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for products.

D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for original item of Work.

E. Prepare Application for Final Payment as specified by Program Manager.

F. Prepare one application with a schedule of values for each school with a breakdown in the CSI format followed by the bid documents.

G. Projects that have both Renovation and Addition scope shall have a sub-total for each of these two categories, within the Schedule of Values.

1.06 SUBMITTAL PROCEDURES

A. Schedule meeting (20) days prior to submitting first pay request, to review schedule with Architect, and Project Manager.

B. Submit one (1) original copy of each Application for Payment at times stipulated in Agreement.

C. Submit under transmittal letter.

D. Payment Period: Submit at intervals stipulated in the Agreement.

1.07 SUBSTANTIATING DATA

A. When Architect requires substantiating information, submit data justifying line item amounts in questions. On Owner controlled allowance items, submit actual invoices from supplier of product or service.

B. Provide one (1) copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

1.08 FORMAT AND SUBMITTAL REQUIREMENTS

A. Set-up format and submittal requirements include but are not limited to the following:
   a. Contractor must use AIA 702 and AIA 703 forms for Application for Payment.
   b. All values should be taken to the hundredth (penny).
   c. All items must be broken down by school, by addition/renovation (where applicable). This break down must match the breakdown as specified in the GC Contract or established with the Program Manager.
   d. All items must be organized by the CSI division.
   e. All items must be broken down by material and labor.
   f. All applicable CSI divisions must be sub-totaled.
   g. Each addition/renovation (where applicable) and school must be sub-totaled.
   h. The Owner's Contingency Allowance (O.C.A.) should occupy one line item at the bottom of each addition/renovation and match the amount specified in the GC contract. This line item should be separated from any other CSI division.
   i. All other contract allowances (pre-bid or post-bid) should be specified per the GC contract and included in CSI division 1.
   j. Contractor must include a summary by school, by addition/renovation (where applicable), at the end of AIA 703.
   k. General Conditions, P&P Bonds, Insurance, Fee, Building Permit, and Mobilization must be broken out and included in CSI division 1.

B. Post-set-up format and submittal requirements include but are not limited to the following:
   a. Contractor may not change the "scheduled values" after approval of the Schedule of Values (SOV) by the A/E, PM, and DISD (at first Application for Payment).
   b. Include DISD P.O. number on AIA 702.
   c. Include DISD P.O. number in application number. For example, "222123-3" would be the third Application for Payment for P.O. 222123.
   d. Certified by A/E.
   e. Previous invoice totals match previous invoice.
   f. Attach fully executed signature page when billing for any DISD-approved CAEAs.
   g. Attach fully executed signature page when billing for any DISD-approved AERAs.
   h. Attach fully executed signature page when billing for any DISD-approved CAELs.
   i. Attach fully executed signature page when billing for any DISD-approved Change Orders.
   j. Attach an M/WBE Pay Activity Report, signed or acknowledged by e-mail or waiver by all minority subcontractors. (Acknowledgment must include amount paid during current period.)
   k. Attach all Custodian Overtime Approval forms for the billing period, with a summary of OT hours to date for the project.
   l. Attach a complete project schedule for each project, updated for the billing period, with substantial completion dates per GC contract.
   m. Attach a Title Transfer Form insurance/bonding documents for storage facility for any material stored off-site, per GC contract.
   n. Attach "GC Application for Payment Review & Sign-Off" with GC signature signifying review of all Application for Payment elements.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 29 00

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 1 – General Requirements, and the Drawings are collectively applicable to this Section.

1.02 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of Schedule of Values.

1.03 RELATED SECTIONS/DOCUMENTS

A. General Conditions.

B. Section 01 29 00 – Payment Procedures.

1.04 FORMAT

A. Print schedule on AIA Documents G703 – Continuation Sheet for Application and Certificate for Payment.

B. Follow Table of Contents of Project Manual for listing components parts. Identify each line item by number and title of major Specifications Section.

1.05 CONTENT

A. Using CSI format, each school shall have a separate schedule of values for Renovation Work and for Addition Work, as applicable.

B. In CSI format, list installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments. Do NOT Round off values to nearest dollar. All values should be taken to the hundredth (penny).

C. In CSI format, for each major subcontract, list material and labor of that subcontract as separate line items.

D. List Owner Controlled Contingency Allowance and other allowances with the specified monetary amount for each allowance in separate divisions.

E. Contractor to use separate lines for bonds, insurance, temporary facilities and controls, superintendence, and mobilization. Each item shall include pro rata portion of overhead and profit.

F. The sum of the values listed shall equal total Contract Sum.

1.06 SUBMITTAL

A. Submit electronic copy of Schedule of Values within ten (10) days of award of contract and prior to Pre-Construction Meeting.

B. Transmit under Architect accepted form transmittal letter. Identify Project by title and number.

C. Secure the A/E and Program Manager's (PM) review of the Schedule of Values prior to submitting the first Pay Application.

D. Limit amount of items on the Schedule of Values not to exceed $25,000, unless approved by the Architect and the Program Manager.

E. Break all major equipment costs into equipment and materials/labor at a minimum.

1.07 SUBSTANTIATING DATA

A. When the A/E or the PM requires substantiating information, submit data justifying line item amounts in question.

B. Provide one (1) copy of data with cover letter for each copy of Pay Application. Show Pay Application number and date and line item by number and description.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION – 01 29 73

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Requests for Information (RFIs).
4. Project meetings.

B. Related Sections:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.

6. Pre-Installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Shutdown requests
10. Abatement coordination
11. Owner inspections
12. Training

1.5 KEY PERSONNEL

A. Key Personnel Names: Within ten (10) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified using the District-specified electronic project management software.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. If solution(s) impacts the Contract Time, Construction Documents or the Contract Sum, Contractor shall state impact in the RFI. Select importance category from pull down menu.
12. Include e-mail notification to the Architect, Program Manager and District Project Manager for all RFI’s.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form generated using District-specified electronic project management software with substantially the same content as indicated above.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow fourteen (14) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum will be administered per the general conditions of contract.

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Program Manager in writing within seven (7) days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Program Manager within seven (7) days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit on a weekly basis a log of RFI’s organized by the RFI number. The log should be generated using the District-specified electronic project management software and should contain the following basic information:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference at the earliest possible date after the execution of the Agreement and before starting construction, at a time convenient to Owner, PM and Architect.

1. Purpose of the conference will be to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, PM, Architect, and their consultants; Contractor, Contractor’s Project Manager and its superintendents; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Introductions
    b. Submission of Post Proposal Information if any outstanding

c. Tentative Construction schedule.
d. Safety
    1) Emergency Contact List
    2) First aid.
    3) Site Security.
    4) Badging requirements
e. Meetings: dates, locations, attendees, types, agendas
f. Communication: District-specified electronic project management software set up and administration procedures, correspondence flow
    1) Lines of communications, decision ladder and escalation procedures.
g. Schedule:
    1) Phasing
    2) Critical work sequencing and long-lead items
h. Designation of key personnel and their duties
i. Procedures for processing field decisions and Change Orders
j. Procedures for RFIs
k. Consultant / Lab Notification Requirements
    1) HazMat
    2) Roofing
    3) Test & Balance
    4) Materials Testing
    5) Inspecting
l. Procedures for processing Applications for Payment
    1) Schedule of Values
    2) Review
    3) M/WBE
m. Distribution of the Contract Documents.
n. Submittal procedures.
o. Preparation of record documents. Use of the premises and existing building Work restrictions.
p. Working hours.
q. After hours work requirements and overtime payment procedures.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
    1) Site access
    2) Signage
    3) Dumpsters
    4) Fencing
    5) SWPPP
    6) Parking availability
    7) Office, work and storage areas
    8) Equipment deliveries and priorities
t. Procedures for shutdowns.
u. Progress cleaning.

4. Minutes: Architect will record and distribute meeting minutes and sign-in sheet using the District-specified electronic project management software.

B. Progress Meetings: The architect will schedule and administer progress meetings at weekly intervals.
1. Contractor shall make physical arrangements at site for the progress meetings.
2. Location of meetings: Contractor’s field office, unless agreed upon mutually by the Architect, Contractor and PM.
    a. Determine at the Pre-construction Meeting if space in the existing facility or facilities is available for meetings.
    b. For multiple school Bid Packages, weekly progress meetings will be held at each school site on a rotating basis. Site specific meetings may be held at the discretion of the PM.

3. Architect will prepare agenda, distribute notice of the meeting, preside at meetings, record minutes and distribute copies within three (3) days after meeting to participants, and to entities affected by decisions at meetings.
4. Coordinate dates of meetings with preparation of payment requests.
5. Attendees: In addition to representatives of Owner, Program Manager, Professional Consultants, as appropriate to the agenda, and Architect, each contractor, job superintendent, subcontractor, supplier, and other entities as appropriate to the agenda shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
6. Agenda:
    a. Review and correct or approve minutes of previous progress meeting.
    b. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
        1) Safety (lost time, accidents, violations, etc.)
        2) Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
            a) Review schedule for next period.
        3) New Business (Field observations, problems, decision, identification of problems which impeded planned progress, non-confirming work, etc.)
        4) RFI’s and RFI log review
        5) Submittals and submittal log review
        6) RFP’s, CAEAs and related log reviews
        7) Review of draft Application for Payment, as necessary.
    c. Review present and future needs of each entity present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Access.
        4) Site utilization.
        5) Temporary facilities and controls.
        6) Progress cleaning.
        7) Quality and work standards.
        8) Status of correction of deficient items.
        9) Field observations.
        10) Pending claims and disputes.
7. Minutes: Using the District-specified electronic project management software, the entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction. These include pre-dig, pre-lift, pre-drill, pre-power shutdown, or pre-roof meetings at the work site prior to commencing the specific construction activity.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner, PM, and Architect of scheduled meeting dates, five business (5) days in advance
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Related RFIs.
c. Approved submittals.
d. Review of mock-ups.
e. Possible conflicts and/or delays
f. Compatibility problems.
g. Time schedules.
h. Safety issues and AHA's
i. Weather limitations.
j. Manufacturer's written recommendations.
k. Warranty requirements.
l. Compatibility of materials.
m. Acceptability of substrates.
n. Space and access limitations.
o. Testing and inspecting requirements.
p. Installation procedures.
q. Coordination with other work.
r. Required performance results.
s. Protection of adjacent work.
t. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions, using the District specified electronic management software
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Pre-installation Conference: When required in individual Specification Sections, convene a Pre-installation conference at work site prior to commencing work of the section.
1. Require attendance of entities directly affecting or affected by Work of the Section.
2. Notify Owner, PM and Architect at least five (5) business days in advance of meeting date.
3. Prepare agenda, preside at conference, record minutes (using the District specified electronic management software), and distribute copies within two (2) business days after conference to participants.
4. Review conditions of reinstallation, preparation and installation procedures, and coordination with related work.

E. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner, Program Manager and Architect, but no later than fourteen (14) days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Program Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.

d. Requirements for preparing operations and maintenance data.
e. Requirements for demonstration and training.
f. Preparation of Contractor's punch list.
g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
h. Submittal procedures.
i. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes using the District-specified electronic project management software.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Daily construction reports.
   2. Material and equipment delivery status reports.
   .

B. Related Sections:
   1. Division 01 Section “Construction Progress Schedule”.
   2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
   3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

   1. PDF electronic file uploaded to District’s Project Management software.

B. Daily Construction Reports: Submit at weekly intervals.

C. Material and Equipment Delivery Status Reports: Submit at weekly construction progress meetings.

PART 2 - PRODUCTS

2.1 REPORTS

A. Daily Construction Reports: Prepare a daily construction report using the District-specified Project Management software recording the following information concerning events at Project site:

   1. List of subcontractors at Project site.
   2. Approximate count of personnel at Project site.
   3. Equipment at Project site.
   4. Material deliveries.
   5. High and low temperatures and general weather conditions, including presence of rain or snow.

6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Substantial Completions authorized.

B. Material and Equipment Delivery Status Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

PART 3 - EXECUTION – Not Used

END OF SECTION 01 32 00

SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 Description

A. Section includes administrative and procedural requirements for developing, submitting and updating a detailed Critical Path Method (CPM) project schedule and related reports. The project schedule is developed by the Contractor and herein referred to initially as the Preliminary CPM Schedule. Subsequent to the Owner, Architect and Contractor acceptance of the Preliminary CPM Schedule, the Contractor completes the development of a more complete and thorough schedule called the Detailed CPM Schedule. Once the Detailed CPM Schedule is accepted by the Program Manager (PM), Architect, and the Contractor, it shall be "baselined" and referred to as the Project Schedule or Detailed CPM Schedule. Monthly progress updates will be compared to the baseline schedule.

B. If the Contractor should desire or intend to complete the Work earlier than any required milestone, completion date, or end period of performance, then the Owner/PM shall not be liable to the Contractor for any costs or other damages should the Contractor be unable to complete the work before such milestone, completion date or end of Period of performance.

1.02 Quality Control and Quality Assurance

A. The Contractor shall develop and maintain a Project Schedule for each project site (School) (referred to as the Preliminary CPM Schedule and ultimately the Project Schedule) in accordance with the requirements of this Section. The requirement for a Project Schedule is included to:

1. Ensure adequate planning before and during the execution and progress of the Work in accordance with the allowable number of working days and milestones.
2. Assure coordination and execution of the work among various trades of the Contractor, subcontractors, suppliers, third party utility companies or other related entities that may be involved in the Project.
3. Assist the Contractor and the Owner in evaluating:
    a. Contract performance relative to the required contract schedule milestones
    b. Monthly progress
    c. Proposed Contract Modifications
    d. Documenting anticipated, requested and or approved time extensions
    e. The documentation of unplanned events, time extensions and other impacts arising from such events

B. The project schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the work. The project schedule shall employ computerized CPM planning, scheduling and progress reporting of the work as described in this specification. The Contractor shall create and maintain the schedule using project scheduling software approved by the Owner and PM that utilizes the fundamentals of CPM for scheduling. The observance of the requirements herein is an essential part of the work under the Contract.

C. Within seven (7) calendar days after issuance of Notice to Proceed, the Contractor shall designate in writing a schedule representative in the Contractor's organization who shall be responsible for coordinating with the PM during development and maintenance of the Project Schedule. The Contractor's representative shall have the expertise to operate the CPM software and be capable of rapidly evaluating alternate scenarios to optimize management capabilities. The Contractor has the option to utilize qualified outside scheduling consultation for the assistance of developing and maintaining the Project Schedule, however, the use of an outside consultant does not relieve the Contractor of responsibilities for compliance of this specification. The Contractor's schedule representative shall have complete authority to act for the Contractor in fulfilling the schedule requirements of the Contract, and if such authority is interrupted during the Contract, approval shall be obtained in writing by the PM.

D. All activities shall have at least one predecessor and one successor unless approved by the PM. The exceptions are no predecessor is needed for the Notice To Proceed (NTP) milestone and no successor is needed for the Project Completion milestone.

E. **Contractor shall not use any constraints of any type without prior approval of the Owner.**

F. Each activity's "Activity ID" and "Activity Description" or "Task Name" shall remain unchanged throughout the duration of the project subsequent the baseline acceptance by the Owner.

G. An activity's "Activity Description" may only be revised to clarify an activity's original scope. If the scope of an activity increases or decreases, a replacement activity shall be created.

H. PM acceptance shall be obtained prior to making any changes or revisions to an activity's "Activity Description".

1.03 Submittals

A. All CPM Schedules shall be presented on two (2) copies (preferable 8 ½ x 11) and one electronic copy (accessible format, not pdf). Preliminary CPM Baseline Schedule: Within fourteen (14) calendar days after issuance of Notice to Proceed, but prior to the start of any construction activities, the Contractor shall submit the Preliminary CPM Baseline Schedule deliverable package. The preliminary baseline

schedule shall cover the planned activities for each project site (school) in sufficient level of detail.

B. Detailed CPM Schedule: Within thirty (30) calendar days after Notice to Proceed (NTP), the Contractor shall submit the Detailed CPM Baseline Schedule deliverable package, with a detailed schedule for each project site (school). The substantial completion date in the detailed CPM schedule shall coincide with the substantial completion date in the approved preliminary baseline schedule.

C. Schedule Update: The Contractor shall submit with the payment application a CPM Schedule Update on at least a monthly basis throughout the duration of the Work. The "baselined" Project Schedule, once updated for actual activities, shall be used as the first CPM Schedule Update. All schedule updates shall have a current data date (not older than 5 days). Include a narrative report specifying all changes and modifications made to the CPM schedule.

D. Recovery or Revision to the Detailed CPM Schedule: The Contractor shall provide a Recovery CPM Schedule within seven (7) calendar days of any CPM Schedule Update Meeting if any milestone, completion date or end of Period Performance falls seven (7) calendar days or greater behind (negative float).

E. Schedule Review: All schedules that are to be submitted for review shall be stamped as being reviewed/approved by the General Contractor and key subcontractors.

PART 2 PRELIMINARY CPM SCHEDULE

2.01 Preliminary CPM Schedule

A. The Preliminary CPM Schedule shall be the basis for the sequence of work during the first ninety (90) calendar days of the Contract while the Project Schedule is being developed, submitted, reviewed and accepted. The Preliminary CPM Schedule shall be updated on a monthly basis. If the acceptance of the Project CPM Schedule extends beyond one month, the Preliminary CPM Schedule shall be updated according to the requirements stated in paragraph 3.03.

B. The Preliminary CPM Schedule shall include:

1. The Procurement activities for each project site (school) to be accomplished (either in whole or in part) during the first ninety (90) calendar days of the Contract. The procurement activities shall include mobilization, shop drawing submittal, sample submittal, Architect/Engineer review and approval period, material fabrication and delivery of key and long-lead items. If portable swing space buildings are required for a project, the preliminary CPM schedule shall include milestones for relocation and installation of such swing space buildings.

2. The construction activities for each project site (school) to be accomplished (either in whole or in part) during the first ninety (90) days of the Contract. These activities shall be in units of

whole working days and shall be limited to a maximum of ten (10) work days, unless otherwise approved by the PM, except for non-construction activities including mobilization, procurement and concrete curing activities.

3. The approach to scheduling the remaining work or phases of work beyond the first ninety (90) calendar days of the contract. The work for each phase or milestone must be represented by at least one summary activity for each major item of work such that they cumulatively indicate the entire schedule, with milestones as defined in Paragraph 3.01, B.7. The approximate duration for each summary activity shall include the Contractor's best estimate for the work it represents.

4. Submit a written narrative describing the Contractor's approach to mobilization, procurement, and construction during the first ninety (90) calendar days of the Project. The narrative shall elaborate on the basis for durations, major equipment to be used, and shall identify all major assumptions used to develop and support the schedule. The narrative shall also include the Contractor's description of the critical path work activity as represented in the Preliminary CPM Schedule.

C. The Preliminary CPM Schedule shall be used for review of time extension request(s) until the Project CPM Schedule is accepted. When changes and alterations are initiated, unplanned events or excusable delays are experienced, or the Contractor desires to revise the sequence of work, the Contractor shall submit a written time impact analysis.

D. The final determination of all time extensions requested under the Preliminary CPM Schedule shall be determined and finalized subsequent to the review and acceptance of the Project CPM Schedule.

E. Deliverable: **No later than fourteen (14) calendar days after award of Contract, but prior to the start of any construction activities, the Contractor shall submit the Preliminary CPM Schedule deliverable package**. The deliverable package shall include at a minimum, the following information:

1. Two (2) copies (preferable 8 ½ x 11). The critical path shall be readily discernible in red ink.

2. Two (2) copies of the written narrative as described in paragraph 2.01B.5.

3. One (1) electronic copy (accessible format not pdf).

2.02 Schedule Review and Acceptance

A. The PM, Architect/Engineer and the Contractor shall meet within seven (7) calendar days of receipt of the Preliminary CPM Schedule for joint review. The Contractor shall revise any areas, which, in the opinion of the PM and/or Architect/Engineer, conflict with either the intent of this

specification or the timely completion and acceptable coordination of the Project. In the event the Contractor fails to define any element of work activity or logic currently designed and the PM review does not detect this omission or error, such omission or error, when discovered by the Contractor or the PM, shall be corrected by the Contractor and incorporated into the next schedule submission.

Within seven (5) business days after the joint review between the A/E, Contractor and the PM, the Contractor shall revise the Preliminary CPM Schedule in accordance with agreements reached during the joint review and submit the revised schedule per the deliverable requirements.

Acceptance of the Preliminary CPM Schedule by the A/E, Owner or PM does not relieve the Contractor of any of its responsibility for the accuracy or feasibility of the project schedule. However, to the extent that the accepted Project Schedule is reasonable, it becomes a part of this Contract.

B. Submission and final PM and Contractor acceptance of the Preliminary CPM Schedule will be a condition precedent to the application or payment of any progress payments under the Contract, unless otherwise agreed upon by the Owner. The PM shall notify the Contractor of the Owner acceptance of the Preliminary CPM Schedule in writing.

PART 3 PROJECT CPM SCHEDULE

3.01 Project Schedule

A. The Project Schedule shall begin at the project NTP and incorporate the accepted Preliminary CPM Schedule including all required revisions and applicable progress updating as warranted. The Project Schedule shall indicate a logical sequence of work for each project site (school) and major restrictions from the availability and use of manpower, material and equipment. Utilize the schedule in planning, scheduling, coordinating and performing the work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The Project Schedule shall indicate the sequence and interdependence of activities required for complete performance of the Work.

Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity. In developing the Project Schedule, the Contractor shall be responsible for ensuring that subcontractor work scope and sequencing at all tiers, as well as its own work, is included. If a contract for a subcontractor has not yet been awarded for a certain portion of the work, the Contractor is responsible for the development of the schedule for the work as described under this section. After the subcontractor award of contract, the Contractor shall modify the current accepted schedule to reflect any changes or revisions for the subcontractor sequence of work. Under no circumstance or event, shall a schedule modification or revision under

this paragraph extend a milestone. The Project Schedule shall comply with the various limits imposed by the scope of work and by any contractually specified intermediate milestone dates and completion dates. The degree of detail shall be to the satisfaction of the PM the A/E or the Owner.

B. Provide sufficient detail and clarity of form and technique so that all work can be properly controlled and progress monitored by the PM and A/E. The Project Schedule shall consist of, but not be limited to, the following criteria:

1. Full detail of all major procurement activities including the activities and information contained within the Preliminary CPM Schedule. Break up all procurement activities for major components and long lead items to include submittal dates, fabrication duration, and expected delivery dates.

2. Full detail of all major construction activities including the activities and information contained within the Preliminary CPM Schedule. Add column for responsible party for all construction activities.

3. Multiple Calendars shall be used for establishing Holidays and periods of non-work based on the School Operations Parameter Statement in the Project Information Section of Division 0, concrete curing activities, other weather or ambient temperature sensitive construction activities, and or other work requiring overtime or double shift work.

4. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, precipitation and/or saturated soil to ensure recognition, planning and anticipation of intermittent inclement weather throughout the project duration. In addition, activities of similar nature shall be assigned to independent calendars based on this weather data. The software calendars shall be updated monthly to reflect actual days worked.

5. Activity duration in whole working days with a maximum duration of ten (10) working days each, unless otherwise approved by the PM, except for non-construction activities including mobilization, procurement and concrete curing activities.

6. At a minimum, the following guidelines, intermediate and final milestones shall be included in the project schedules for each individual project site (school), except for activities that are specifically identified to be common for all the project sites for a multi-project bundle:

    a. Notice to Proceed

b. Required Periodic Inspections (examples: rebar, utilities, electrical and mechanical rough-in, overhead and architectural
c. Time allotted for coordination with and execution of abatement activities
d. Specific Phase start and finish dates – renovations and additions
e. Preliminary CPM Schedule submission and acceptance
f. Project Schedule submission and acceptance
g. Building dry-in
h. Permanent power
i. Conditioned air available
j. Completed testing and acceptance of Life Safety Systems and other critical building components
k. Completion of ADA upgrades in restrooms
l. Commissioning, when project requires
m. Ten percent (10%) minimum float for the project
n. Substantial Completion
o. Final Completion
p. Owner Turn-Over / Start-Up / Project Closeout Activity / Warranty Period / Owner Testing/Training
q. Earliest Date that Owner can occupy the affected portion of the building (by phase, by complete project, etc.). This shall include all necessary approvals, permits (Fire Marshall Acceptance, Certificate of Occupancy, etc.).

C. The Contractor shall prepare a written narrative explaining the Contractor's approach to construction for the entire Project and include the narrative information as submitted with the Preliminary CPM Schedule deliverable package. The narrative shall elaborate on the basis for durations, major equipment to be used, and shall identify all major assumptions used to develop and support the schedule. The narrative shall also include the Contractor's description of the critical path work activity as represented in the Project Schedule.

D. Deliverable: Within thirty (30) calendar days after the Notice to Proceed, the Detailed CPM Schedule deliverable submitted by the Contractor shall include at a minimum, the following information:

1. Two (2) copies (preferably 8 ½ x 11) of the project schedule. The critical path shall be readily discernible in red ink.
2. Two (2) copies of the written narrative as described in paragraph 3.01, B.5
3. One (1) electronic copy (accessible format not pdf)
3. A list of all rain days occurring over the past month. Each rain day shall be incorporated into the Project Schedule Calendar as record information subsequent to PM review and acceptance.

3.02 Schedule Review and Acceptance

A. Within fourteen (14) calendar days of receipt of the Contractor's proposed Project Schedule, the PM shall evaluate the schedule for compliance with this item and other Contract requirements, and notify the Contractor in writing of its findings.

B. If the PM does not request a revision or justification, The A/E, PM and the Contractor shall meet within seven (7) calendar days on a date selected by the PM and finalize acceptance of the schedule. If a revision or justification is requested by the PM and/or A/E, the Contractor shall re-submit the proposed Project Schedule within seven (7) calendar days and address all issues to the satisfaction of the PM. Any and all disagreements or interpretations of the meaning or intent of this specification shall be solely dictated by the Owner.

C. The PM, A/E and the Contractor shall meet within seven (7) calendar days of receipt of the Contractor's response for joint review, correction or adjustment of the Contractor's proposed Project Schedule. Any area, in the opinion of the PM and/or A/E, conflicts with timely completion of the project, shall be subject to revision by the Contractor. In the event the Contractor fails to define any element of work, activity or logic and the Owner review does not detect this omission or error, when discovered it shall be corrected by the Contractor and amended to the Project Schedule as soon as possible.

D. Within seven (7) calendar days after the joint review meeting, the Contractor shall incorporate revisions as directed by the PM and re-submit the proposed Project Schedule per the deliverable requirement as stated in paragraph 3.01, E. All further review by the PM shall be within seven (7) calendar days of receipt. The PM shall notify the Contractor in writing of final acceptance of the Contractor's Project Schedule.

E. The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule.

3.03 Schedule Updates

A. After the Project Schedule is accepted by the PM and the Contractor, it shall be "baselined" and used as a comparison for future progress updates. The accepted Project Schedule shall be updated on a monthly basis, or as directed by the Owner, throughout the duration of the work until final completion is met. The Contractor shall meet with the PM each month at a Project Progress Meeting to review the work progress update and PM comments regarding the Project Schedule update. The Contractor shall submit a schedule update no later than three (3) working days before the Project Progress Meeting for the PM to review and comment.

B. The percentage of all work shall be calculated by estimating the actual remaining duration of each progressed activity. The data date of each

schedule update shall be determined by the PM each month. Contractor prepared estimates of the percent completion of each scheduled activity and the necessary supporting data shall be submitted on or before the data date referenced above and shall include the following information:

1. One (1) original of the previous month's Schedule Update indicating actual activity start and/or finish dates to date, and revised (current) remaining durations.
2. A narrative report shall be included that indicates in writing those activities the Contractor plans to work on during the following update month and current or anticipated conditions that have delayed or may delay the work in order to discuss remedial action. The Contractor shall also explain, for work that reflects less than satisfactory progress, whether any uncompleted and/or upcoming work will (or will not) be affected in a like manner and the Contractors method of correction. Any additional written information necessary to support the updated schedule including explanations of revisions to activities: logic, durations, resources, etc.

C. In case of disagreements at the project progress meeting concerning actual progress to date, the Owner's determination shall govern. Upon completion of the schedule update meeting, the Contractor shall revise the Schedule Update to reflect progress as of the date of the schedule update meeting and any approved revisions to the Schedule Update and carry out a computer produced calculation to determine the status of the Project Schedule.

D. Each Schedule Update shall be forwarded to the PM within five (5) calendar days after the schedule update meeting and shall include two (2) copies of the narrative report with the following information:

1. Activities that have been added in the month of this Project Schedule Update.
2. Activities that have been deleted in the month of this Project Schedule Update.
3. Activities that have "Actual Starts" prior to the month of this Project Schedule Update and remain unfinished.
4. Activities that have "Actual Starts and Actual Finishes" in the month of this Project Schedule Update.
5. A description of any approved revisions to the activity descriptions, schedule logic, or initial activity durations.
6. One (1) print of the updated CPM Schedule Update indicating the progress made up to the date of the schedule update and indication of any revisions to the CPM Schedule Update.
7. Two (2) prints of the written narrative as described in paragraph 3.03, B.3.

8. A list of all rain days occurring over the past month. Each rain day shall be incorporated into the Project Schedule Calendar.

E. If the Contractor's monthly progress schedule update reflects, or PM determines, that the Contractor is at least ten percent (10%) or at least negative seven (-7) calendar days behind the “baselined” schedule, the Contractor shall provide a revised or recovery schedule. The Contractor’s revised or recovery schedule must incorporate a proposed plan for bringing the work back on schedule and completing the work by the contract completion date at no additional expense to the PM or Owner. The revised or recovery schedule shall be in accordance to paragraph 2.08.

3.04 Revisions to the Project Schedule

A. Revisions to the Schedule Update to reflect actual progress made up to the date of a schedule update shall not be considered as revisions to the Project Schedule. If as a result of the monthly schedule update, it appears the Project Schedule no longer represents the actual execution and progress of the work, PM will request, and the Contractor shall submit, a Revision to the schedule.

B. The Contractor may also request revisions to the Project Schedule in the event the Contractor’s planning for the work is revised. If the Contractor desires to make changes in the Project Schedule to reflect revisions in his method of operating and scheduling of the work, the Contractor shall notify PM in writing, stating the reason for the proposed revision. If revision to the schedule is contemplated, the Contractor or PM shall so advise the other in writing at least seven (7) calendar days prior to the next schedule update meeting, describing the revision and setting forth the reasons thereof.

Contractors must submit a three (3) week look-ahead schedule that will include all lifts, shutdowns, etc.

3.05 Project Float Time

A. Float time is not for the exclusive use or benefit of either the Contractor or the Owner. Contractor’s work shall proceed according to early start dates, and the Owner shall have the right to reserve and apportion float time according to the needs of the Project. The Contractor acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any affect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.

3.06 Impact Analysis for: Change Orders, Delays, and Contractor Requests

A. When changes are initiated, delays are experienced, or the Contractor desires to revise the Project Schedule, the Contractor shall submit to the PM written time impact analysis illustrating the influence of each change, delay or Contractor request, on any milestone. Each time impact analysis shall include a fragmentary network (network analysis) demonstrating how the Contractor proposed to incorporate the change,

delay or Contractor request into the schedule. The time impact analysis shall demonstrate the time impact to each and every affected activity in the Project Schedule utilizing the most recent schedule update as the basis for the analysis. The date of the most recent schedule update shall be a date prior to the date the change is given to the Contractor, the date the delay occurred or the date the Contractor submits a request for a change. The event times used in the time impact analysis shall include the most recent schedule update or as adjusted by mutual agreement. The time impact analysis shall include a backup copy on CD which shall contain the detail of the change, including but not limited to, added, changed or deleted data for activities and logic restraints. If the Detailed CPM Schedule is revised subsequent to submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the PM the need for any modification to its time impact analysis.

B. Activity delays shall not automatically mean that an extension of any milestones is warranted or due to the Contractor. A change or delay may not affect existing critical activities or cause non-critical activities to become critical. A change or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on any milestone.

C. A comprehensive narrative of each time impact analysis shall be submitted within seven (7) calendar days after the commencement of a delay or the notice for a change is given to the Contractor.

D. Recommendation to the Owner for the acceptance or rejection of each time impact analysis by the PM and A/E shall be made within seven (7) calendar days after receipt unless subsequent meetings or negotiations are necessary. After a decision has been made by the Owner, a copy of the time impact analysis signed by the PM, A/E, Owner and the Contractor shall be returned to the Contractor and incorporated into the Project Schedule at the next monthly schedule update. The time impact analysis shall be incorporated into and attached to any relevant supplemental agreement (s).

END OF SECTION 01 32 16

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.
4. Preconstruction video recordings.
5. Periodic construction video recordings.

B. Related Sections:
1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
2. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
3. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files in the quantities and at the intervals described in paragraph 3.1 of this section.

1. Digital Camera: Minimum sensor resolution of at least 8 mega pixels.
2. Format: Unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Construction Photographs: The project requires comprehensive documentation of construction progress and post inspection milestones. Submit prints of each photographic view in the quantities and at the intervals described in paragraph 3.1 of this Section.

1. Format: 8-by-10-inch (203-by-254-mm) on photographic paper to allow a 1-inch- (25-mm-) wide margin and enclosed back to back in clear plastic sleeves that are punched for standard three-ring binder.
2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:

    a. Name of Project.
    b. Name and contact information for photographer.
    c. Name of Architect.
    d. Name of Contractor.
    e. Date photograph was taken if not date stamped by camera.
    f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    g. Unique sequential identifier keyed to accompanying key plan.

3. “Progression” photo sets are to be performed at pre-determined intervals throughout the duration of construction, as applicable to the scope and as follows:

    a. Site survey (Pre-construction): A onetime shot that provides coverage of site and immediate and immediate surroundings.
    b. Exterior progression shots: Taken from key perspectives along site perimeter and 360 degrees around building envelope, to be performed at monthly intervals.
    c. Interior progression shots: Broadly track the improvements from logical perspectives, to be performed at monthly intervals and coordinated with pace of erection.
    d. Pre-slab/Pre-Chase/Interior record shots: Underground or concealed utilities will be documented post inspection/pre-insulation and prior to pouring slabs, backfilling or closing chases/walls/ceilings.

D. Video Recordings: Submit video recordings in accordance with paragraph 3.2 of this Section.

1. Submit video recordings in digital video disc format.
2. Identification: With each submittal, provide the following information:

    a. Name of Project.
    b. Name and address of photographer.
    c. Name of Architect.
    d. Name of Contractor.
    e. Date video recording was recorded.
    f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    g. Weather conditions at time of recording.

E. Aerial Photography
1. On new construction and addition projects, submit monthly aerial photographs of the project. The photos should be taken from 4 different angles and 4 sets of color 8”x10” prints should be submitted.

a. Digital Photographs: provide color images in JPG format with minimum sensor of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
b. Digital Video Recordings: Provide high resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode. Provide supplemental lighting in low light levels or backlit conditions.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has the basic skills necessary to record digital photographs and video recordings.

B. Drone Operator Qualifications: FAA Part 107 Licensed drone operator, certified as an unmanned aircraft operator with UAS rating for the operation of a commercial drone (unmanned aerial vehicle) pilot, having a minimum of 7 years' experience as a drone operator with current Certifications.

1.5 COORDINATION

A. Auxiliary Services: Provide auxiliary services necessary, including temporary lighting required to produce clear, well-lit photographs.

1.6 USAGE RIGHTS

A. Contractor will transfer copyright usage rights to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 mega pixels. Images shall not have their resolution reduced.

B. Digital Video Recordings: Provide high-resolution, digital video disc.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

2. Taking photographs or video recordings with students and schools staff included on the photograph is strictly prohibited.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

C. Preconstruction / Pre-Demo / Pre-Site Clearing Photographs: Before starting demolition or construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or as directed by Architect.
1. Take photographs as required to show existing conditions adjacent to property before starting the Work.
2. Take photographs as required of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
3. Reference Section 017300 Execution for details of documenting and reporting existing conditions.

D. Periodic Construction Photographs: Take a photographs monthly and submit with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. For renovation projects: The location and type of items to be photographed will be determined by the Architect and/or PM based on the specific project conditions not to exceed the number of progress photographs required above.

E. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.

3.2 CONSTRUCTION VIDEO RECORDINGS

A. Preconstruction Video Recording: Before starting demolition or construction, record video of Project site and surrounding properties from different vantage points, as directed by Architect.
1. Show existing conditions adjacent to Project site before starting the Work.
2. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of demolition or construction].
3. Show protection efforts by Contractor.
4. Narrate all noted conditions on the video.
5. On renovation projects with crawlspace work, record video of these areas before, during and after work is completed.

B. Periodic Construction Video Recordings: Record video monthly and submit with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be 15 minutes and shall include narration of actual conditions and progress made since last recording.

C. Owner’s Training: Record video during the manufacturer’s training session at substantial completion. Minimum recording time shall be 30 minutes per session. Deliver the recordings with the PDF Electronic File of the O&M Manual at Substantial Completion. Video shall be clear with easily understandable audio.

D. Submit videos in DVD format.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:
1. Division 01 Section "Payment Procedures" for submitting Applications for Payment.
2. Division 01 Section "Schedule of Values" for submitting the schedule of values.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
5. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
6. Division 01 Section "Demonstration and Training" for submitting video recordings of equipment demonstration and training of Owner's personnel.

C. Refer to other Division 1 Sections and other Contract Documents for Specifications on administrative submittals. Such submittals include, but are not limited to the following:
1. Permits.
2. Payment Applications.
3. Inspection and Test Reports.
4. Schedule of Values
5. Progress Reports.
6. Listing of Subcontractors

D. Shop Drawings are technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:
1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor’s engineering calculations.

Standard information prepared with specific reference to a Project is not considered to be shop drawings.

E. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to the following items:

1. Manufacturer’s product specifications and installation instructions.
2. Standard color charts.
3. Catalog cuts.
4. Rough-in diagram and templates.
5. Standard wiring diagrams.
6. Printed performance curves.
7. Operational range diagrams.
8. Mill reports.
9. Standard product operating and maintenance manuals.
   Modify standard product data, drawings and diagrams to delete information not applicable to the project, and / or supplement standard information to provide specific data that is applicable to the work.

F. Samples are physical examples of Work, including but not limited to the following items:
1. Partial sections of manufactured or fabricated work.
2. Small cuts or container of materials.
3. Complete units of repetitively used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.
6. Units of work to be used for independent inspection and testing.

G. Miscellaneous Submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including but not limited to the following:
1. Specially prepared and standard printed warranties.
2. Maintenance agreements.
3. Workmanship bonds.
4. Survey data and reports.
5. Project photographs.
6. Testing and certification reports.
7. Record Drawings.
8. Field measurement data.
9. Operating and maintenance manuals.
10. Keys and other security protection devices.
11. Maintenance tools and spare parts.
12. Overrun stock.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Monthly submittal log. Submit at the weekly progress meeting, an updated submittal log indicating status of all project submittals.
4. Final Submittal: Submit concurrently with the first complete submittal of Project schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

5. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action, informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 calendars days for review of each resubmittal.
4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

C. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Name of subcontractor.
    f. Name of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.
        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Related physical samples submitted directly.
m. Other necessary identification.

5. Include the following information as keywords in the electronic file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

E. Options: Identify options requiring selection by the Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals and the transmittal sheet. Failure to note deviation may void action taken on submittal.

G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Indication of full or partial submittal.
j. Drawing number and detail references, as appropriate.
k. Transmittal number, numbered consecutively.
l. Submittal and transmittal distribution record.
m. Remarks.
n. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect’s action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to the appropriate location. Defined at the pre-construction meeting.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
3. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable. Cross out all inapplicable data and information.
3. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.

d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.
   b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination and accessibility (maintenance and service) requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:
   a. PDF electronic file.
   b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and

physically identical with material or product proposed for use, and that show full range of color and texture variations expected.

a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned.
   1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
   2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

   a. PDF electronic file.
   b. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Schedule of Values."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Submit subcontract list in the following format:

   a. PDF electronic file.

J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect, no later than 30 days after notice to proceed.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER’S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
   1. Action Stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self explanatory stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and resubmitted (use not permitted) or without action (as explained on the transmittal form).

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

DALLAS INDEPENDENT SCHOOL DISTRICT

MEMORANDUM

To: All General Contractors working on Elementary Schools (and other facilities occupied by children under the age of 6) built before 1978 for Dallas ISD Construction Services Department
From: DISD Executive Director
Construction Services
Date: June 14, 2010

RE: EPA Lead-Based Paint Renovation, Repair, and Painting Program

In April of 2008, the EPA introduced its new Lead-Based Paint Renovation, Repair, and Painting Program Rule, hereafter referred to as the RRP. This new rule requires renovation firms to be EPA-certified. Furthermore, the rule requires workers to be trained to use lead-safe work practices when they disturb painted surfaces in buildings built prior to 1978 and which are occupied by children under age 6. These requirements became fully effective on April 22, 2010.

In addition, pre-renovation education requirements are in effect. These require contractors and others who perform renovations for compensation and that may disturb lead-base paint in child occupied facilities built before 1978 to distribute a lead pamphlet to the users of the facility. The RRP defines renovation broadly to include any activity that disturbs painted surfaces greater than 6 square feet per room on the interior and greater than 20 square feet on the exterior of a facility.

It is the understanding and expectation of Dallas ISD that renovation contractors should be fully aware of and in compliance with this new EPA rule.

IF YOUR FIRM IS CURRENTLY PERFORMING RENOVATION WORK ON A CAPITAL IMPROVEMENT PROGRAM PROJECT, AND YOUR FIRM IS NOT IN FULL COMPLIANCE WITH THE NEW RULE, YOU MUST CEASE ACTIVITIES IMMEDIATELY ON ANY WORK THAT MAY DISTURB MORE THAN 6 SF (20 SF ON EXTERIOR) OF PAINTED SURFACES, OR WINDOW REPLACEMENT IN BUILDINGS BUILT PRIOR TO 1978 AND WHICH ARE OCCUPIED BY CHILDREN UNDER AGE 6.

If you must cease work on any portion of the project as a result of this rule, please contact your Project Manager immediately to discuss the appropriate course of action.

If you are in full compliance with the rule, as should be the case, please submit the following at your earliest convenience:

- EPA firm certification (In the absence of prime's firm certification, the certification from the appropriate sub-contractor and the prime's application for certification will suffice for now)
- Identify who is the certified staff on site
- Evidence of worker training by the certified staff
- Summary of lead-safe work practices to be implemented

In addition, please prepare to attend a meeting with the School Principal, Dallas ISD PM and PM to inform her/him about the rule, share the RRP pamphlet and Notices. Your PM will notify you of date and time of the meeting.

If the scope of work planned or in progress does not require compliance with the training and lead-safe work practices of the RRP, then you may continue on with the construction activities and there is no need for any further action on your part. At the same time, the Owner understands that contractors are responsible for compliance with the rule. Therefore, the Owner's expectation is that you will bring to the PM's attention immediately, any scope of work that may trigger compliance with this rule.

Cc: Dallas ISD PM
Program Director, PM Firm
Construction Manager, PM Firm
Project Manager, PM Firm
PM Firm Document Control

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. Owner will employ and pay for the service of an Independent Testing Laboratory to perform specified testing and laboratory services.
   1. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   2. Contractor shall cooperate with the Laboratory to facilitate the execution of its required services.
   3. Contractor shall pay for additional samples and tests required for Contractor's convenience or when initial tests indicate work does not comply with Contract Documents.
   4. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   5. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   6. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections:

   1. Division 01 Section "Allowances" for testing and inspecting allowances.
   2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
   3. Division 01 Section "Execution" for cutting and patching.
   4. Divisions 02 through 49 Sections for specific test and inspection requirements.
   5. Division 01 Section "Testing, Adjusting, and Balancing for HVAC" **(FOR INFORMATION ONLY – TAB SERVICES PROVIDED BY OWNER)**

1.3 DEFINITIONS

A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged by the Owner to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with

the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

C. Conflicts between the specifications and the construction documents. The most stringent requirement will govern.

D. Conflicts on specification requirements. The most stringent requirement will govern.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For [integrated exterior] [laboratory] mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following, as applicable:

   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR’S QUALITY CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
   1. Project quality-control manager [may also serve as Project superintendent] [shall not have other Project responsibilities].

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
   1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
   2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
   3. Owner-performed tests and inspections indicated in the Contract Documents [, including tests and inspections indicated to be performed by the Commissioning Authority].

E. E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following as applicable:

   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329, 'Standards of Recommended Practices for Inspection and Testing Agencies for Concrete and Steel as Used in Construction'; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect [or Construction Manager].
   2. Notify Architect [and Construction Manager] seven days in advance of dates and times when mockups will be constructed.
   3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
   4. Demonstrate the proposed range of aesthetic effects and workmanship.
   5. Obtain Architect's [and Construction Manager's] approval of mockups before starting work, fabrication, or construction.
      a. Allow seven days for initial review and each re-review of each mockup.
   6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
   7. Demolish and remove mockups when directed unless otherwise indicated.

K. Integrated Exterior Mockups: Construct integrated exterior mockup [according to approved Shop Drawings] [as indicated on Drawings]. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

L. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Provide room mockups of the following rooms:
   1. List or rooms requiring mockups.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor**,** and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. GC/Contractor will have a quality control program in place to review the installation and serviceability of all field devices and valves.
3. For tests and inspections performed by the Owner’s Testing Laboratories:
    a. Cooperate with Laboratory personnel; provide access to Work and to manufacturer’s operations.
    b. Secure and deliver to the Laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
    c. Furnish to the Laboratory proposed concrete design mixes, and other material mixes which require evaluation by the Testing Laboratory, a minimum of fourteen (14) days prior to use on the Project.
    d. Furnish incidental labor and facilities
        1) To provide access to Work to be tested.
        2) To obtain and handle samples at the Project site or at the source product to be tested.
        3) To facilitate inspections and tests.
        4) For safe storage and curing of test samples.
        5) Notify Laboratory, PM and Architect sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
            a) When test or inspections cannot be performed after such notice, reimburse Laboratory for personnel and travel expenses incurred due to Contractor’s negligence.
        6) Make arrangements with Laboratory and pay for additional samples, tests, or inspections as required for the Contractor’s convenience.
        7) Make arrangements with Laboratory and pay for additional samples and tests required when initial test indicate non-compliance with Contract Documents, including load test.

4. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
    a. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
    b. Retain first subparagraph below if some Specification Sections require an independent testing agency to perform certain tests and inspections.
    c. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    d. Retain first subparagraph below to assure validity of agencies' reports.

e. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
f. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents is Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .

1. Distribution: Distribute schedule to Owner, PM, Architect, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority’s, Construction Manager’s reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK REQUIREMENTS

A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar statements, as well as payments, associated with regulations, codes, and standards.

B. “Regulations” is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

C. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Individual Specification Sections indicate which codes and standards the Contractor must keep available at the project site for reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

D. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction or other entity applicable to the context of the text provision.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations

1.06 SUBMITTALS

A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 45 23

HVAC TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Owner will employ and pay for the service of an Independent Testing Agency for Testing, Adjusting and Balancing (TAB) of HVAC systems.

1. The Testing, Adjusting and Balancing of air conditioning systems will be performed by an impartial Independent Technical Firm whose operations are primarily engaged in the field of professional TAB. TAB work shall be done under direct supervision of a professional engineer, licensed in the State of Texas, a Test and Balance Engineer (TBE, AABC) or TAB Certified Professional (TAB CP, NEBB), or other experienced/certified TAB professional deemed appropriate by the Owner. All personnel performing TAB work shall be fulltime, regular employees of the TAB firm.

2. The Contractor shall cooperate with the Owner provided TAB firm; provide necessary data on design and proper application of system components; furnish labor and materials required to eliminate any deficiencies or mal-performance.

1.2 RELATED WORK

A. Drawings and General Provisions of the Contract, including General, Supplementary and Other Conditions and Division – 1 Specifications Sections, apply to work of this Section.

B. Refer to Division 23 and Division 26 for testing in conjunction with Mechanical and Electrical work.

1.3 QUALIFICATION OF HVAC TESTING, ADJUSTING AND BALANCING FIRM

A. Minimum Qualification of HVAC Testing, Adjusting and Balancing Firm:

1. General:

a. Each professional firm desiring to submit proposals for testing and balancing HVAC systems for Project shall submit necessary brochures describing history of firm and qualifications of personnel to Architect.

b. Each professional firm shall have a minimum of five years of experience.

c. Each submittal shall contain a listing of similar projects.

d. Each professional firm submitting such information on its qualifications and personnel shall keep information current by submitting supplemental data a minimum of once every six (6) months or when professional or technical personnel who shall perform the work may change.

e. Each professional firm warrants by submittal of its personnel qualifications that such personnel shall be used in the performance of the work. In the event of personnel change, professional firm submitting proposal shall submit complete qualifications and experience of new personnel. Owner, upon acceptance of proposal, expects work to be performed by the personnel whose experience is so described.

2. Qualifications of Firm:
    a. Firm shall be one which is licensed to perform professional services of this specified type and as a minimum have one professional engineer (PE), TBE or TAB CP (or equivalent) with current registration/certification to perform such professional services.

    b. Firm shall be capable of performing services at location of facility described within time specified, preparing and submitting the detailed report of actual field work as may be required.

    c. Firm shall be a member in good standing of Associated Air Balance Council (AABC), National Environmental Balancing Bureau (NEBB), or other experienced/certified TAB governing body deemed appropriate by the Owner, and listed in its current relevant directory.

1.4 TAB FIRM DUTIES AND RESPONSIBILITIES

A. HVAC Testing and Balancing:

1. TAB firm shall act as liaison between Owner, Architect, and Contractor and inspect installation of mechanical piping systems, sheet metal work, temperature controls, and other component parts of Heating, Air- Conditioning and Ventilating systems. Inspection of work shall cover that part relating to proper arrangement and adequate provisions for Testing and Balancing.

2. TAB firm, within sixty (60) days of its employment, shall review Drawings and Specifications to identify potential Testing/Balancing problems and to determine if there are adequate provisions for Testing and Balancing systems. Report any problem to Architect or Architect's representative and Program/Project Manager.

3. Upon completion of installation, start-up, and Controls Contractor point to point verification review on mechanical equipment, check, adjust and balance system components to obtain design conditions in each conditioned space in building. Prepare and submit to Owner, or Owner's delegated representative, complete reports on the Test/Balance and operation of systems.

4. Permanent employed technicians or engineers of firm must do measurements and recorded readings of air, water and electricity that appear in reports.

5. Make a total of three (3) inspections within ninety (90) days after occupancy of building to insure that satisfactory conditions are being maintained throughout and to satisfy any unusual conditions.

6. Make an inspection in building during opposite season in which initial adjustments were made, and at that time make any necessary modifications to initial adjustment required to produce optimum operation of system components to produce proper conditions in each conditioned space. At time of opposite season checkout, Owner's representative shall be timely notified before any readings or adjustments.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. HVAC Testing, Adjusting and Balancing

1. Contractor shall add TAB activities to the Project schedule to allow TAB completion prior to the scheduled Substantial Completion date. TAB completion requires fully functioning HVAC, Lighting and Domestic Hot Water Systems, including all necessary controls. The Owner may occupy the completed areas of the site and existing building prior to Substantial Completion. Cooperate with the Owner during TAB operations to minimize conflicts with Owner's operations

2. Have all systems complete in operational readiness prior to notifying TAB firm that Project is ready for their services. Include scheduled testing dates and times requested allowing a minimum of 7 days prior notification and so certify in writing to Owner that such a condition exists.

3. Make any changes in sheaves, belts and dampers or the addition of dampers required for correct balance as required by TAB firm, at no additional cost to the Owner or TAB Firm.

3. Provide and coordinate services of qualified, responsible subcontractors, suppliers and personnel as required to correct, repair or replace any and all deficient items or conditions found during the Testing, Adjusting and Balancing period.

4. In order that systems may be properly Tested, Adjusted and Balanced as required by these specifications and industry standards, operate said systems for length of time necessary to properly verify that the equipment is free from defects and meets the operational requirements outlined in this Specification and the construction documents. Indicate the completion and readiness for TAB and pay costs of operations during TAB period. Contractor's failure to complete the TAB work by the scheduled date of Substantial Completion will not be a reason to extend the Substantial Completion date, the Final Completion date, or for the Contractor to receive additional monies.

5. The costs for the TAB Firm to re-evaluate functionality of systems due to open issues shall be bore by the Contractor.

6. The TAB Firm will be available for two attempts of Testing, Adjusting and Balancing the Systems with minimal follow-up where necessary (due to deficiencies, systems not ready, incomplete work, etc.) in an effort to accomplish the TAB requirements. When additional work or project site visits are required because Systems are not ready or because they do not successfully meet industry standard installation and functionality requirements, the Contractor will be charged for the TAB Firm's additional reasonable re-testing costs. Charges include a flat fee of $300 plus an hourly fee at the TAB Firm's standard rates per employee that mobilized to the project site for each visit. Additional fees will be paid to the TAB Firm by the Owner and shall be reimbursed to the Owner by the Contractor.

7. Complete operational readiness, prior to commencement to TAB services shall include the following:
    a. Construction status of building permits closing of doors, windows and ceilings installed to obtain projected operational conditions.
    b. All Volume damper handles shall be clearly identified with red/orange/yellow vinyl tape to identify locations.

c. A clean/new set of Final Filters shall be installed prior to the commencement of TAB services.

8. Air Distribution Systems:
   a. Verify installation for conformity to design. Supply, return and exhaust ducts terminated and pressure tested for leakage as required by Specifications.

   b. Volume and fire dampers properly located and functional. All dampers shall be left in the fully open position. Dampers serving requirements of minimum and maximum outside air, return and relief, shall provide tight closure and smooth operation.

   c. Supply, return, exhaust and transfer grills, registers, diffusers and terminal units installed, connected and fully functional.

   d. Air handling systems, units and associated apparatus, such as filter sections and access doors, shall be blanked or sealed to eliminate excessive bypass or air leakage.

   e. Fans (supply, return, and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements shall be proper size and rating; all VFDs shall be fully functional and programmed; record motor amperage and voltage and verify name plate ratings are not exceeded.

9. Water Circulating Systems:
   a. Check and verify pump alignment and rotation.

   b. Position and valves pertinent to system design and require operation to permit full flow of water through system components. Operate hydronic systems under full flow conditions until circulating water is clean. Strainers shall be removed and cleaned as required during this cycle of operation.

   c. Record each pump motor amperage and voltage. Readings shall not exceed nameplate rating.

   d. Verify electrical heater elements to be of proper size and rating or VFD programming complete.

   e. Water circulating systems shall be full of water and free of air, expansion tanks set for proper water level and air vents installed at high points of systems and operating freely. Verify that the Make-up water pressure is set properly. All manual flow control valves shall be left in the fully open position.

   f. Check and set operating temperature of heat exchangers to design requirements.

   g. Submit digital copies of the recorded findings on the above mentioned items to the TAB firm.

10. Automatic Controls:
    a. Verify that control components are installed in accordance with Project requirements and functional, including electrical interlocks, damper sequences, freeze-stats and smoke detectors.

    b. Controlling instruments shall be functional and set for designed operating conditions. Factory pre-calibration of thermostats will not be acceptable.

11. TAB firm will not instruct/direct Contractor in any of the work, but will make such reports as are necessary direct to Owner.

12. For design document required plans and miscellaneous adjustment devices for purpose of adjustment to obtain design conditions; install these devices in a manner that will leave them readily accessible, provide access as required by TAB firm.

13. Provide Plans, Plan Revisions, Architectural Specifications, and Change Orders to TAB firm at least 21 days prior to commencement of TAB work.

14. Provide approved Submittal data on equipment installed and related changes required to accomplish test procedures outlined in this Section of the Specification to the TAB firm at least 21 days prior to commencement of TAB work.

15. Transmit one (1) copy of the following 'Record for Owner' to TAB firm for review and comments at least 21 days before commencement of TAB work:
    a. 'As installed' drawings.

    b. Approved Fixture Brochure.

    c. Approved Wiring Diagrams.

    d. Approved Control Diagrams.

    e. Approved, Implemented and Verified Sequences of Operations

    f. Shop Drawings.

    g. Approved Submittals.

1.6 HVAC TESTING, ADJUSTING AND BALANCING

A. Testing and Balancing Air Systems:
    1. Test and adjust air systems to conditions set forth in Plans and Specifications. Air systems include:

        a. Supply Air Systems.

        b. Return Air Systems.

        c. Exhaust Air Systems.

2. In fan systems, air quantities indicated on Plans may be varied as required to secure a maximum temperature variation of two (2) degrees within each controlled space, but total air quantity indicated for each zone must be obtained.

3. Test and Adjust blowers and fan to deliver CFM required by systems with concurrent recording of RPM, supply voltage and full load amperes. Report any changes of belts and sheaves required.

4. Make Pitot tube traverses of main supply, return and exhaust ducts and adjust fans and dampers to achieve specified air volumes. Patch and cover the Pitot tube holes after air balancing is complete. For Equipment exposed to the sun, metal grommets shall be used.

5. Test and A djust fresh air intake and return air dampers and louvers to conditions scheduled or required.

6. Test and record static pressure on entering and leaving side of each supply fan, exhaust fan filter, coil and balancing dampers and other components of the system.

7. Test and adjust supply air diffusers, grilles, and return air registers to Specification requirements and as shown on Drawings. Adjust supply diffuser pattern blades for proper air distribution in each room or space.

8. A test and balance report shall be completed and submitted to the Owner that includes air flow, temperature and pressure test results for all HVAC equipment/systems included in the project. The systems shall include unit testing that verifies control system correct operation.

B. Testing and Adjusting of Water System:
   1. Flow of water through water coils shall be adjusted by adjusting valves until rated pressure drop across each coil is obtained and water flow verified by Venturi readings. On those with three-way valves, rated pressure drop shall first be adjusted though coils in each of several systems and the temperature differential between inlet and outlet shall be determined to be in accordance with its rating. Bypass valves shall then be adjusted on each coil until an equal pressure drop between supply and return connections is obtained with three-way valves set to bypass all coils in each of the several systems.

   2. Geothermal Heat Pumps TAB shall be performed with a single unit per well field operating. This single unit balancing shall include both the air side, particularly the outside air, and the water side.

C. Testing and Adjusting of Automatic Controls:
   1. Test automatic controls, controlled devices, interlocks, safety devices associated with HVAC system for proper operation and sequence during heating, cooling, intermediate and smoke removal modes of operation. Adjust automatic controls to deliver required quantities of air at temperatures specified or scheduled on Plans and to maintain proper conditions in each room of the building.

   2. Report deficiencies or malfunctions to Owner in the form of a formal, written Deficiency Report.

D. Equipment Settings:
   1. Before final acceptance of reports is made, TAB firm shall furnish Owner the following data:

      a. Summary of main supply, return and exhaust duct Pitot tube traverses and fan settings indicating minimum value required to achieve specified air volumes.

      b. A tabulated record of temperature in all spaces on each separately controlled zone, together with outside temperature at time of measurement.

      c. A list of measured air quantities at each outlet corresponding to temperature tabulation specified above.

      d. Air quantities at each return and exhaust air-handling devices.

      e. Supply pressure readings entering and leaving each supply fan, exhaust fan, filter, balancing dampers and other components of ventilation equipment and systems. These readings shall be quantified using fan curves in terms of CFM handled.

      f. Motor current readings per phase at each equipment motor. Voltage at time of reading shall be listed.

      g. Water pressure reading at gauge connections. Pressure readings at coils and pumps shall be quantified using coil and pump curves in terms of GPM flow through metering stations at each coil if applicable.

      h. Water temperature readings entering and leaving each coil and heat exchanger under maximum load conditions in each case.

      i. Unless specified otherwise in Specification 23 05 93, set HVAC system airflow and water flow rates within the following tolerances:

         A. Supply, Return, Exhaust Fans and Equipment with Fans:

            1. +/- 10 % of Design conditions.

         B. Air Devices

            1. +/-10 % of Design conditions.

         C. Hydronic Flow Rates

            1. +/- 10 % of Design conditions.

   2. The final report shall certify test methods and instrumentation used, final velocity reading obtained, air quantities at each outlet supply, return, exhaust, temperature, pressure drops, RPM of equipment, amperage of motors, air balancing problems encountered, recommendations and uncompleted punch list items.

   3. A summary of actual operating conditions shall be included on each system outlining normal and/or ventilation cycles of operation. The intent of final report will provide a reference of actual operating conditions for Owner's operating personnel

.

4. Certificate of Substantial Completion will not be signed by the Owner unless an acceptable TAB deficiency report has been provided and accepted by the Owner. An acceptable deficiency report shall indicate that the TAB work is completed except for deficiencies that can be resolved within 14 days.

5. Ensure that all systems are balanced at the proper time in the opposite season.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 45 23

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections:
1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
2. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DESCRIPTION OF REQUIREMENTS.

A. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a Change Order. Temporary utilities services required for use at the project site include but are not limited to the following:
1. Water service and sewer.
2. Temporary electric power and light.
3. Telephone service and internet.
4. Provide adequate utility capacity at each stage of construction.
5. Prior to availability of temporary utilities at the site, provide trucked-in-services for start-up of construction operations.

B. Temporary construction and support facilities required for the Project include but are not limited to the following:
1. Temporary heat.
2. Field offices and storage sheds.
3. Sanitary facilities, including drinking water.
4. Dewatering facilities and drains.
5. Temporary enclosures.
6. First aid station.
7. Project identification, bulletin boards and signs.
8. Waste disposal services.
9. Rodent and pest control.
10. Construction aids and miscellaneous general services and facilities.
11. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer and Program Manager.
12. Temporary Interior Barriers
13. Temporary Exterior Barriers

C. Security and protection facilities and services required for Project include but are not limited to the following:
   1. Temporary protected interior walkway between occupied building areas.
   2. Dust barricade between occupied building areas and work areas.
   3. Temporary fire protection.
   4. Barricades, warning signs, lights.
   5. Sidewalk bridge or enclosure fence for the site.
   6. Environmental protection.
   7. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer.
   8. The Contractor shall provide a temporary barrier whenever a certain area of the school is sealed off for remodeling work for phasing purposes. The barrier shall be made of 3/4" plywood or drywall, and it shall extend from floor to ceiling, wall to wall. The temporary barrier shall have a door that can be locked. This barrier will remain until work in the specified area is completely finished. The barrier may subsequently be moved to a different location, provided that it still meets the requirements. Proper signage should be displayed near the temporary barrier, according to safety regulations. Any temporary barriers will need to be coordinated with the emergency egress plan of the building. Signage is to be paid for by an Owner's allowance of $7,500.00. Bond Marketing has oversight of graphic approval and vendor.
   9. Temporary Construction Screening with Dallas ISD graphics is to be paid for by an Owner's allowance of $8,000.00. Bond Marketing has oversight of graphic approval and vendor. For advertising the General Contractor and Architect can split a 6’x10’ into two (2) 6’x5’ panels for advertising. Advertising panels are to be located at the front of the campus and by the job trailer. (Refer to 3.3 in 01.50.00)
   10. Barrier requirements for minor renovation work will be discussed and agreed upon at weekly progress meetings.
   11. Comprehensive Remote Monitored Surveillance shall be provided by the contractor to be paid for by the Owner's Contingency. DISD Bond Construction Services has vendor approval. 100% Perimeter Coverage, Surveillance Cameras based on the provided Site Plan, 12 high-resolution cameras strategically placed to cover critical areas and zones within your construction site. Each camera shall be equipped with built-in infrared illumination, providing clear, high-quality images even in low-light conditions, ensuring constant vigilance regardless of time or weather. 24/7 Remote Monitoring, Advanced AI Analytics, Desktop and Mobile Web Applications, and Battery Backup system.

1.4 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Program Manager, Architect, testing agencies, and authorities having jurisdiction.

1.5 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas (including dumpster, construction trailer, temporary fencing, silt fence, storage units and portable toilets), and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of relevant Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage

provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of the work.
2. HVAC system isolation schematic drawing.
3. Other dust-control measures.
4. Waste management plan.

1.6 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1. Building Codes, including local requirements for permits, testing and inspections.
2. Health and safety regulations.
3. Utility company regulations and recommendations governing temporary utility services.
4. Police and Fire Department rules and recommendations.
5. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
6. In addition, comply with “Environmental Impact” commitments the Owner or previous Owners of the site may have made to secure approval to proceed with construction of the Project.

B. Standards: Comply with the requirements of NFPA Code 241, "Safeguarding Construction, Alterations, and Demolition Operations", the ANSI A10.6 "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for require inspections and tests by governing authorities, and obtain required certifications, and permits for use.

D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

1.7 PROJECT CONDITIONS

A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services or facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services of facilities, and do not permit them to interfere with the progress of the Work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

C. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.

D. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

E. The roof removal and new roof installation shall proceed on a phased basis to minimize risk to the School's ongoing operations and its property. The GC shall be responsible for protection of interior spaces from damage during roofing work.

F. Distribute material, debris, and equipment over the roof deck to avoid damage to the structural deck. Not more than two weeks supply of material shall be stored on a roof at any given time. Place materials and equipment to be stored on the roof as nearly direct over structural members as can be determined. Secure equipment, material, and debris on the roof to prevent movement by wind or other elements. Contractor assumes full responsibility for loading on the structural deck or roofing materials during roof replacement operations.

G. Consult with the A/E and the Construction Services PM regarding permission for the use of selected areas with the building. Coordination will also be held with the Principal and / or site staff.

H. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

I. Areas utilized for temporary facilities, staging area, construction access and controls, shall be reestablished to its original condition at the time of substantial completion or demobilization, whichever comes first.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect/Engineer. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

B. Portable Chain-Link Fencing: Minimum 2-inch 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.

C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

D. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, PM, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
   1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases. Assign one desk for the Program Manager and/or Architect, with printer and scanner access.
   2. Conference room of sufficient size to accommodate meetings of 8 individuals (minimum). Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
   3. Coffee maker and supplies.
   4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
   5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. These shall be weather tight, structurally sound, compliant with applicable codes and shall be secure
   2. Store combustible materials apart from building.

D. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the Project site.

E. Self-Contained Toilet Units:
   1. Sanitary facilities include temporary toilets, with facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for type, number, location, operation, and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the Project's needs.
   2. Provide single-occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide at least one for every thirty (30) employees.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
   1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary of Work."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
   1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
      a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
      b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
   2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
   3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction

from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. Electrical power service to the project office trailer and other elements and areas of the Contractor’s office and staging area is to be provided by the Contractor by means of a temporary power service with a temporary account separate from the facility electrical power service.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.

1. Provide additional telephone lines for the following:
   a. Provide a dedicated telephone line for each facsimile machine in each field office.
2. At each telephone, post a list of important telephone numbers.
   a. Police and fire departments.
   b. Ambulance service.
   c. Contractor's home office.
   d. Architect's office.
   e. Engineers' offices.
   f. Program Manager's office.
   g. Principal subcontractors' field and home offices.
3. Provide superintendent with cellular telephone.

K. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications. The computer should be equipped in a manner that provides effective access of project electronic documents and use of electronic communications (e-mail), printer and scanner. Wireless internet access optional.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Parking: Provide temporary parking areas for construction personnel.

C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated in this section.
2. Temporary Signs: Provide other signs as indicated and as required to informing the public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.
4. Two (2) 6’x10’ construction screen panels are allowed for advertising by the General Contractor and Architect. Each 6’x10’ panel can be split into two (2) 6’x5’ panels for advertising. The panel locations are at the front of the campus and by the job trailer.

D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

F. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

H. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
1. Construct covered walkways using scaffold or shoring framing.
2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
3. Paint and maintain appearance of walkway for duration of the Work.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Insulate partitions to control noise transmission to occupied areas.

4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
5. Coordinate with Dallas ISD Bond Marketing Graphics.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking on school property per State Law.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

E. TEMPORARY CONSTRUCTION SIGN

DALLAS INDEPENDENT SCHOOL DISTRICT

CONSTRUCTION SIGNS

All construction projects are required to have construction signs installed on site. Below are the guidelines for these signs.

Two Column Design (2/3+ 1/3) with vertical line between two columns.

LEFT COLUMN:

- Line 1 Centered: TYPE OF PROJECT
- Line 2 Centered: Board approved school name (all caps)
- Line 3 Centered: Type of School (Elementary, Middle, High School)
- Line 4 Centered: Street Address
- Line 5 Centered: City, TX Zip
- Line 6 Centered: DALLAS INDEPENDENT SCHOOL DISTRICT
- Line 7 Left Justified: TRUSTEE
- Line 8 Left Justified: NAME OF SCHOOL'S TRUSTEE
- Line 9 Left Justified: PROGRAM MANAGER
- Line 10 Left justified: Name of Program Manager firm
- Line 11 Left justified: ARCHITECT
- Line 12 Left justified: Name of Architecture firm
- Line 13 Left justified: CONTRACTOR
- Line 14 Left justified: Name of Contractor

RIGHT COLUMN:

- Top of column centered: Dallas ISD logo
- Line 1 Centered: BOARD OF TRUSTEES
  [all names should be persons in these positions when the construction contract was approved by the Dallas ISD Board]
- Lines 2-10: Board of Trustees in this order and style
- Name, President, District
- Name, First Vice President, District
- Name, Second Vice President, District
- Name, Secretary, District
- Name, District
- Name, District
- Name, District
- Name, District
- Name, District
- *INSERT SPACING*
- Line 11: ADMINISTRATION
- Line 12: Name, Superintendent of Schools
- Line 13: Name, Chief Operatons Officer
- Line 14: Name, Title of person heading Construction

DALLAS ISD CAMPUS SIGNAGE REQUIREMENTS FOR SCHOOL DESIGN TEAMS

3.6 GROUNDBREAKING CEREMONY (New Schools Only)

A. At a time designated by the Owner after project award, the Owner will conduct a groundbreaking ceremony on the project site. The General Contractor will provide support and materials to the Owner for purposes of conducting that ceremony. This support will include providing, but may not be limited to, the following;

1. Land movers to be on site as a backdrop to the groundbreaking.

2. Sandpit at a location coordinated with the owner.
3. Collection of shovels and hardhats from the Construction Services office and transport them to the groundbreaking ceremony.
4. Cleaning and transportation of shovels and hardhats to the Construction Services office after the groundbreaking ceremony.
5. Bottled water for participants.
6. Temporary chairs and tables to seat up to one hundred attendees.
7. All weather access to the site and sandpit.

END OF SECTION 01 50 00

SECTION 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes requirements for temporary facilities (Swing Space) for the purpose of relocating students to provide temporary classroom facilities during construction activities.

B. Related Sections:
   1. Division 00 Section titled “Technical Proposal”
   2. Division 01 Section title “Temporary Facilities and Controls”

1.3 DESCRIPTION OF REQUIREMENTS

Since the school buildings will be in use during construction, the Work shall be conducted in phases as proposed in the phasing drawings. Contractor will provide temporary classroom buildings for swing space, per the requirements indicated in this section. Contractor will provide moving services to relocate movable classroom furnishings, fixtures and/or equipment in/out of each phased zone. The number of temporary buildings and classrooms which will be made available during the project shall not exceed the numbers summarized below:

SWING SPACE TYPE	ORG #109 W.A. Blair Elementary School			
Maximum External Temporary Swing Space Classrooms (to be provided by Contractor)	0			
Maximum Temporary Restrooms	0			
Swing Space Classrooms Provided Within Existing Facilities	1			

The Contractor can submit, as part of the proposal, alternate phasing plans that can potentially save the District time and money.

If no external or internal temporary swing space classrooms are indicated above, then Contractor will be required to schedule work during holidays, weekends, or hours other than regular school hours, and price its work accordingly. A Dallas ISD representative must be present at the school during times that the Contractor is working at the school site. Contractor will be responsible for overtime costs for Dallas ISD staff for presence at the school site outside normal hours of school operation, including holidays.

A. If students must be displaced from classroom areas due to the phasing and execution of

the work according to the Contractor's work plan, the Contractor shall be responsible for providing, on a turn-key basis, temporary facilities for those displaced students.

B. If the Contractor elects to utilize Swing Space, they must include all costs associated with the removal, transportation, installation and dismantling, including, but not limited to:
    1. Equipment relocation
    2. Transport and setup
    3. Maintenance of the temporary facilities for the duration of their use (i.e. HVAC, electrical, and other building repair and maintenance needed, not custodial maintenance)
    4. Site work and utilities
    5. ADA/TAS Accessible ramps and sidewalks
    6. Stairs
    7. Skirting
    8. Interior finish-out
    9. Miscellaneous specialties (i.e. marker boards, tack boards, flag holders, map clips, fire extinguishers)
    10. Signage
    11. Wall Clock and bell to interface with the existing system at the school
    12. Coordination with movers for relocation of Furnishings, Fixtures, and Equipment (FF&E)
    13. Breakdown, removal, and transport of the Swing Space at the completion of its use
    14. Restoration of the site following removal of facilities
    15. P.A. to interface with the existing system at the school

1.4 SCOPE OF WORK

The intent of this scope item is for the Contractor to dismantle and remove the District's existing portable building at the site(s) identified in this section, and relocate to the campus requiring swing space as identified in Section 10.7. Contractor shall be responsible for a turnkey dismantling, transportation and setup of these portable buildings.

Schools with existing portables to be utilized for this project and the portable count are as follows:

Name of School	Portable Details (Include ID# and Single/Double)

Removal of Existing Portables from Other Schools. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Program Manager before the temporary buildings are expected to be dismantled and demobilized from any of the above sites. Scope may also involve demolition of sidewalks, canopies, electrical, technology pathways as identified in the contract documents. Again, the intent of this scope of work is for the contractor to provide turnkey dismantling, and removal of identified portables and associated infrastructure. Refurbish site(s) where portables / sidewalks are removed.

Removal of Existing Portables scheduled for Demolition in the footprint of Construction or Staging. If a portable needs to be demolished because it is in the footprint of construction or staging, any necessary Abatement will be the responsibility of the Contractor. After any necessary Abatement, the GC will be responsible for the demolition and removal/disposal of the debris remaining. Refurbish site(s) where portables / sidewalks are removed.

Removal of Existing Portables Not Scheduled for Demolition in the footprint of Construction or Staging. If it is necessary to remove a portable building due to construction or staging at a campus and it is not scheduled for demolition, the GC will be responsible to disassemble, disconnect the portable, and deliver it and set it on blocks at a location designated

by Dallas ISD Maintenance (this could be another campus). This would only require that the GC set the building in the designated location, set on blocks, level, etc. Maintenance will be responsible for setting the portable up (Skirting, walkways, utilities, fire alarm hookup, etc.) at the new location and Maintenance will also be responsible for picking up the awnings, skirting and other related items that had to be disassembled at the original location. Maintenance will also be responsible for authorizing the disconnect and any re-connect of the utilities with their requested move of portables. Where portables were removed for staging, refurbish site(s) to match existent surrounding conditions.

Portables designated to be relocated into another Dallas ISD Location If there is a Dallas ISD portable that is designated to be moved from a Dallas ISD location to a campus needing Swing Space – The GC (with contract for the campus needing the swing space) would be responsible for the disconnecting of any utilities and cabling for fire and technology. The GC, who is to move the building for swing space, will be responsible for the removal of awnings, porches, skirting, etc. and be responsible for the removal of the debris. The General Contractor would then be responsible for re-grading the area. The General Contractor would then be responsible to pick up the completely disconnected portable(s) and transport it (them) to the campus they are assigned by Dallas ISD Construction Services office and then be responsible for the setup and complete reconnection of all utilities, fire alarm, technology, etc. that would match Dallas ISD requirements. At the point the work is complete and/or the swing space is no longer necessary, the GC would be responsible for the disconnect and moving to a location designated by the Dallas ISD and would have no requirement other than to secure the moving permit and to set the portable(s) securely in place. The General Contractor would have responsibility to remove any debris from that disconnect and removal. The General Contractor is responsible for all permitting required to install the portable buildings.
NOTE: In all cases involving swing space, the Campus Principal and Facilities must be appropriately and timely notified and aware of swing space issues, including determination and disposition of portable contents.

Transportation of Existing Portables from Other Schools to the Project. Contractor shall provide turnkey transportation services, including management of any required permits, for safe transportation of existing portables from any of the above site to the project. Any removal and replacement of any fencing, or other obstacles for relocation of such buildings shall be the responsibility of the Contractor.

Installation of Portables at the Project. Provide turnkey services for delivery, set-up, maintenance, removal, and restoration of the site for temporary classroom buildings to accommodate phased construction for the Dallas ISD Construction Services office

A. Engineering: The Contractor will provide site engineered civil, utility, blocking plan/foundation plan, sidewalk design and deck/ramp design sufficient to receive a Building Permit from the City, for each site for the installation of all temporary classroom buildings. Existing canopies, sidewalks, foundation details, technology, fire alarm etc. at the schools may be used as a guide for the scope expectations also.

B. Location: The locations of the temporary classrooms are as indicated on the site plan drawings.

C. Permits: The Contractor will coordinate and obtain the permits as required by the City for placement of the classroom buildings at each site. This includes the permits required for the transportation of the classroom buildings.

D. Temp. Facilities: Roll off dumpsters will be provided by the Contractor as required for clean-up during installation and removal of swing space.

E. Clean up: Final broom sweep of the building(s) and removal of trash and debris from each site will be provided by the Contractor prior to occupancy of the swing space by the students and staff. Floor waxing or shampooing will be provided be the Contractor prior to occupancy by the students and staff. Provisions for site restoration upon completion of the delivery of the modules and/or completion of the scope of work will be provided by the Contractor. Upon the removal of the buildings all underground utilities and/or structures associated with the temporary classroom buildings will be removed and discarded. The concrete sidewalks will be removed and discarded. Rough grading will be performed and new sod will be placed to restore the area to its original condition.

F. Site Preparation: Dallas ISD has made no provisions for any site preparation and/or demolition as may be required for the delivery and/or installation of the portable buildings. Any site preparation and/or demolition that might be required of for installation of the temporary classrooms will be included in the Contractor's scope.

G. Construction Fencing: The contractor will maintain a clean and safe site environment within the limits of the temporary classroom construction area. Temporary chain link construction fencing 6' high will be installed around the perimeter of the limits of construction.

H. Sodding: Upon the removal of the buildings, the Contractor will provide sod within the limits of construction associated with the temporary classroom scope of work. Any irrigation of the new sod will be provided by Dallas ISD.

I. Site Utilities (if applicable): The Contractor will provide the site utility connections required for the temporary classroom buildings. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.

J. Storm: All storm water management and any sedimentation control will be the responsibility of the Contractor. Gutters and downspouts will be installed as needed by the Contractor.

K. Sanitary (if applicable): The Contractor will install all fixtures, stub all sanitary lines below the floor and manifold to one location at the edge of the building(s). All final connections, utility company charges and impact fees that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.

L. Water (if applicable): The Contractor will install all fixtures and stub all water lines to one location at the edge of the building(s). All final connections, utility company charges and impact that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.

M. Natural Gas: No provisions for any gas service are anticipated at the present time.

N. Life Safety: Building(s) will be approved and inspected by the Texas Department of Licensing and Regulation. Any provisions for fire suppression, fire sprinkler system or fire rated assemblies that might be required will be included in the Contractor's scope of work.

O. Fire Alarm: The contractor will provide and install fire detection systems as required by the

building code and the City.

P. Electrical: The contractor will provide and install electrical systems as required by the building code and the City. Installation and electricity consumption costs associated with the swing space will be the financial responsibility of the Contractor.

Q. Mechanical: The Contractor will supply and install the standard end mount HVAC units. The condensate from both HVAC units of a classroom building will harnessed together and discharged into a 24" diameter by 36" deep french drain filled with gravel. All condensate piping will be PVC but will be protected where directly exposed to UV radiation.

R. Internet Access: The Contractor will provide wireless internet access appropriate for the swing space. Portable technology connectivity shall be coordinated with the Technology Department.

S. Skirting: After the modules are installed, the Contractor will install full perimeter skirting around the building(s) using the same material and finish as that of the building siding to provide a consistent finish down to grade. Sections of skirting will be perforated as required for proper crawl space ventilation. Access to the crawl space will be accomplished by removing sections of the skirting.

T. Decks/Stairs: The Contractor will install landings at the exit doors of the building(s) within the limits of construction as required by code and the City. Landings will utilize pressure treated wood construction with slip resistant surface treatment and handrails.

U. Ramps: The Contractor will install handicapped accessible ramps at the exit doors of the building(s) within the limits of construction as required by code and the Local City. Ramps will utilize pressure treated wood construction with slip resistant surface treatment and handrails.

V. Sidewalks: The Contractor will install 4' wide, 4" thick, 3,000 psi concrete sidewalks to service the building(s) within the limits of construction. Sidewalks will receive a light broom finish and be poured on select fill and/or sand bed.

W. Foundation and Anchorage: The swing space facilities should be securely anchored to a foundation system which utilizes some means of structural support, as determined by a certified structural engineer. Provide construction documents that depict the foundation system as designed and certified by a structural engineer.

X. Hitch/Tires/Axles: Hitches will be removed and stored under building while tires and axles are to remain on the modules. Tires and axles will be removed only if necessary to complete the building installation due to site constraints and will also be placed under the modules.

Y. Keys. Contractor shall coordinate with the District for re-keying of all swing space buildings. Provide 10 sets of keys for each building. Doors shall be provided with hardware to enable locking of the buildings from the inside also, and shall have vandal resistant hardware.

Dismantling / Removal of Temporary Buildings upon Completion of Work. Contractor shall demobilize/dismantle/ remove the temporary buildings from site only upon mutual agreement with the Program Manager and Dallas ISD. The temporary buildings shall not be removed from site unless the classrooms that are being renovated under the “Work” of the Contract have been substantially completed and all system upgrades/installation/repairs are completed to accommodate students. Under no circumstances shall the temporary buildings

be demobilized if it is deemed by the Program Manager and Dallas ISD that student safety is a potential issue or if the demobilization is likely to adversely impact the student instruction schedule. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Program Manager before the temporary buildings are expected to be dismantled and demobilized from the site.

Maintenance and Final Cleaning. Dallas ISD will be responsible for the day-to-day cleaning and janitorial services such as floor cleaning, floor vacuuming, trash removal, etc. Contractor shall be responsible for other maintenance of the temporary buildings, including vandalism. Maintenance of building structure and systems (HVAC, Plumbing, Electrical, Lighting, etc.), for the duration that the buildings are on the School site shall be the responsibility of the Contractor. Contractor shall be responsible for rendering the Project site to its original condition after removal of the temporary buildings, including cleaning and grading and ground cover, termination of the temporary facilities and connections per the requirements of the Owner, the City of Dallas and/or the relevant Government Agency or applicable code. Removal of foundations for the buildings, sidewalks, canopies, ramps etc. will be the responsibility of the Contractor.

Coordination with Project Schedule and Phasing Plan. Contractor shall provide a detailed schedule listing all relevant milestones for the installation and dismantling of swing space buildings as part of the overall project schedule. Activities may include, but are not limited to:
1. Texas Accessibility Standards (TAS) submittals, if required,
2. Procurement of permit to transport the prefabricated buildings from another school to the Project site,
3. Procurement and delivery of the prefabricated temporary buildings,
4. Coordination with the power, water, sanitary sewer and any other applicable utility companies to obtain permits and procure additional primary connections, if required.
5. Installation of canopies, sidewalks, fire alarm systems etc.

Lack of understanding of involved coordination and approval processes, and delays caused thereby shall not be grounds for claim(s) for any contract time extension(s). Contractor shall assume a reasonable time frame from the date of issuance of the Notice To Proceed for the installation of these swing space buildings, and coordinate the timing for the delivery and installation of the temporary classroom buildings with the Project schedule.

END OF SECTION 01 52 14

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Sections:

1. Division 01 Section "Allowances" for products selected under an allowance.
2. Division 01 Section "Alternates" for products selected under an alternate.
3. Division 01 Section "Substitution Procedures" for requests for substitutions.
4. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.

4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.

3. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Sections:

1. Division 01 Section "Submittal Procedures" for submitting surveys.
2. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
3. Division–07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 5 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that will result in increased maintenance or decreased operational life or safety. Operational elements may include the following:

   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Conveying systems.
   i. Electrical wiring systems.
   j. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, reduce their capacity to perform as intended, or that will result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Equipment supports.
   e. Piping, ductwork, vessels, and equipment.
   f. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
3. Contractor shall be responsible for locating all underground utility lines that may be affected by the Work, including but not limited to use of technologies such as Ground Penetrating Radar (GPR). Contractor shall provide a report showing location of existing utilities before pre-dig meeting and shall retain a hard color copy of the report on site at all times. Contractor shall maintain the site markings through the duration of the project. Contractor is responsible for protecting all utility lines (underground and above ground) while

performing work. Any damaged utility lines will be replaced by the Contractor at no cost to the Owner.

4. Prior to starting work, Contractor shall review and provide a report that documents operations of existing systems, including but not limited to fire alarm, security, and PA. Contractor shall also record and provide screenshots of all existing mechanical equipment and controls, from the Owner's front end operating system.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility company that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Program Manager. Submit log at project completion for project records.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Contractor shall provide filters for all mechanical equipment (new and existing) impacted by the Contractor’s scope of work, at minimum, at the following stages of construction;
1. Construction filters at the start of construction, and as needed through-out the project to maintain proper air flow
2. MERV filters at the start of Test & Balance
3. MERV filters at Substantial Completion (filters to be dated and provide photo documentation)

D. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

F. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, 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 in-place 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.

2. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with the original installer’s recommendations.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place 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.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

F. Cutting: Cut in-place 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 neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
6. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable

timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Provide necessary daily cleaning during construction to maintain premises and adjoining public properties free from construction waste, debris and rubbish, and dust caused by operations.
2. At completion of each day, remove waste materials and rubbish; store tools, equipment, machinery and surplus materials; and clean all sight exposed surfaces.
3. If Contractor fails to clean up each day and at the completion of his Work, the Owner may do so and charge the cost thereof to the Contractor. At his next pay application a deductive change order will be processed and there is no appeal for back charges due to clean up.
4. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
5. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
6. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Utilize containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Cleaning Materials: Use only cleaning materials recommended by manufacturer of the surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, whether completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

L. During Construction:
1. Oversee cleaning and ensure that building(s) and ground(s) are maintained free from accumulations of waste materials and rubbish.
2. Sprinkle dusty debris with water.
3. During progress of Work, clean-up site and access and dispose off waste materials, rubbish and debris at least once every week.
4. Provide dump containers and locate on site for collection of waste materials, rubbish and debris on a daily basis.
5. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.
6. Remove waste materials, rubbish and debris from site and legally dispose off at public or private dumping area.
7. Lower waste materials in controlled manner with as few handlings as possible; do not drop or throw materials from heights.
8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion.
2. Final completion.
3. Warranties.
4. Final cleaning.

B. Related Sections:
1. Division 01 Section "Execution" for progress cleaning of Project site.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of item on the list, and reasons why the Work is not complete.
2. Advise the Owner of pending insurance changeover requirement.
3. Grant the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits and similar releases.
4. Complete startup testing of systems.
5. Complete Owner’s Training. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Complete final cleaning requirements, including touch-up painting.
7. Submit specific warranties 14 days after Substantial Completion.
8. Submit sign-in sheets from training sessions
9. Submit one (1) electronic copy of Operation & Maintenance (O&M) Manuals

1.4 FINAL COMPLETION – **Please refer to Attached "General Contractor Close out and Hazmat Abatement Close Out checklist" at the end of this section.**

A. Preliminary Procedures: Before requesting final inspection for determining final completion, the items listed in 1.3 of this section must be complete. The Contractor must also complete the following:

1. Submit final certifications, and similar close-out documents.
2. Prepare and submit Project Record Documents, including construction photographs, damage or settlement surveys, property surveys, and similar record information.
3. Submit test/adjust/balance report records.
4. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.
5. Complete final cleaning and repair of all areas, including touch-up painting.
6. Submit final close-out submittals.
7. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
8. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Close-out submittals include, but are not necessarily limited to, as applicable:

1. Project Record Documents described in Section 01 78 39.
2. Certification of Substantial Completion (AIA Form G704)
3. Certificate of Final Completion (Exhibit D – Form of Final Completion Notice)
4. Certificate of Final Acceptance by the Architect (Exhibit H of the A/E Agreement – Form of Final Completion Certification with punch list sign-off)
5. Certificate of Final Completion by the Program Manager (Exhibit C of the PM Agreement – Form of Final Completion Certificate)
6. TEA Certificate of Project Compliance.
7. Final Change Order.
8. Final Acceptance for Payment to include acceptance of Final Change Order and therefore no work or retainage outstanding
9. Consent of Surety to Final Payment
10. City's Certificate of Occupancy
11. Contractor's Final Affidavit of Release of Liens
12. Contractor's Guarantee
13. Letter from Contractor listing all subcontractors and suppliers with contact information.
14. Transmittal listing Keys: Contractor shall prepare an itemized key list in complete detail ending in a statement that the keys were turned over, the Contractor's signature, a line stating that the keys were received and the receiver's signature. Copies of this list should be retained by the Contractor and receiver and a copy sent to the Architect, PM and Owner. Keys should be identified with tags corresponding to the approved room number designation.
15. Operating, Instruction and Maintenance Manuals for Equipment. For records, provide one (1) paper copy of all O&M manuals at final closeout.
16. Verification of training conducted: Provide copy of sign-in sheet. For records, provide one (1) DVD copy of all training sessions at final closeout.
17. Final approved submittals for HVAC Controls System, Data Cabling System, and Fire Alarm System, and Security System.

Refer to Attached "General Contractor Close out checklist" at the end of this section.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Contractor.
    d. Page number.

4. Submit list of incomplete items in the following format:

    a. PDF electronic file.

1.6 WARRANTIES

A. Submittal Time: All warranties shall commence on the date of substantial completion and copies of the Warranties be submitted no later than 14 days after substantial completion.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document. Coordinate paragraph below if Division 01 Section "Operation and Maintenance Data" is used.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

D. Refer to attached checklist of warranties and close out customized by the Architect for each campus.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    f. Sweep concrete floors broom clean in unoccupied spaces.
    g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    i. Remove labels that are not permanent.
    j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

        1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

    k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.

        1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.

o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

General Contractor Close-out Checklist

To:	<<Name>> Project Manager, Dallas ISD	**Date:**	
GC:	<<Name of GC Firm>>	**A/E Firm:**	<<Name of A/E Firm>>
Org#:	xxxx	**PM:**	<<Name of PM Firm>>
School Name			
Project Type:	☐ Addition	☐ Renovations	☐ New Construction

Item #	Document Description	Primary Responsibility	Tab #	Check-Off	Remarks
I.	**FINANCIAL RECONCILIATION / FINAL PAYMENT REQUIREMENTS**				
a.	Copies of Reconciliation to Dallas ISD Financial System and Copy of Final Payment	PM			PM will collect for close-out
b.	Certificate(s) of Insurance including General Liability and (Pollution and/or Professional Liability if applicable)	PM			PM will collect for close-out
c.	Insurance Requirements at Final Completion Statement	PM			PM will collect for close-out
d.	Copy of Final Change Order	PM			PM will collect for close-out
e.	Copies of all executed Change Orders	PM			PM will collect for close-out
f.	Copies of all executed CAEAs and CAELs	PM			PM will collect for close-out with back-up information
g.	Copies of all executed AERAs	PM			PM will collect for close-out with back-up information
h.	Copies of all executed custodian overtime authorizations (Summary Recap (Hrs.)	PM			PM will collect for close-out. Include as deductive CAEA
i.	Confirmation of back charge for Prolog Converge licenses & Custodian Overtime	PM			PM will collect for close-out. Include as deductive CAEA
j.	Confirmation of back charge for technology refund (ERATE), if applicable	PM			PM will collect for close-out. Include as deductive CAEA
k.	MWBE Contract Closeout Evaluation Form	PM			PM will collect for close-out. Include final MWBE payment status report
II.	**PAYMENT AND PERFORMANCE BONDS**				
a.	"Consent of Surety Company to Final Payment"; AIA G707 (Confirm that Power of Attorney is attached to form.)	GC			
III.	**EVIDENCE OF PAYMENT OF DEBTS AND CLAIMS**				
a.	"Contractor's Affidavit of Payment of Debts and Claims" AIA G706	GC			
IV.	**SUBSTANTIAL COMPLETION**				
a.	AIA G704 - Certificate of Substantial Completion	A/E Dallas ISD PM			
b.	Punchlist - Issued at substantial completion	GC			
c.	Exhibit G - Form of Substantial Completion Certification	A/E			This is an Exhibit in the A/E Agreement
V.	**FINAL COMPLETION**				
a.	Exhibit H - Form of Final Competion Certification - with signed off punchlist	A/E			This is an Exhibit in the A/E Agreement
b.	TDLR - RAS report approved or A/E Letter	A/E			If the RAS report shows deficiencies, the A/E will have to confirm/explain and/or justify corrections
c.	Attachment C - Form of Program Manager's Final Completion Certificate	PM			This is an Exhibit in the PM Agreement
d.	Exhibit D - Form of Contractor's Final Completion Notice	GC			
e.	TEA - Certification of Project Compliance	A/E GC Dallas ISD PM			PM will coordinate the sign-off on this document.
VI.	**OPERATIONS AND MAINTENANCE MANUALS AND EVIDENCE OF TRAINING**				
a.	A/E's O&M Manuals confirmation letter.	GC			
b.	O&M Manuals submitted by GC to A/E	GC			Per detailed list developed by GC and reviewed by A/E and PM. One Manual per each school to be split by CSI Divisions
c.	Training Matrix, Sign-In sheet(s) and DVDs.	GC			GC is to provide a sign-in sheet for each system for which training has been provided to indicate the person, title and date of completion of the
VII.	**ATTIC STOCK / SPARE MATERIAL / KEY TRANSFER**				
a.	Signed off Transmittal Attic stock & spare material	GC			Provided by GC and received by Principal or Campus Facility Supervisor or Maintenance, as applicable
b.	Signed off Transmittal Key transfer (Accessory keys)	GC			Provided by GC and received by Principal or Campus Facilities Supervisor, as applicable
VIII.	**WARRANTIES - By SYSTEM (MEP, Fire alarm, Fire sprinkler, Roofing, Security, etc.)**				
a.	Exhibit B - Form of Contractor's Guarantee	GC			
b.	Exhibit B-2- Certification of Compliance with Contract Documents.	GC			
c.	Manufacturer's Warranty(ies)	GC			A separate "warranties" manual should be provided for guarantees, warranties, etc.
d.	List of Subcontractors and Suppliers	GC			

IX.	**LOCAL AGENCIES APPROVALS (as applicable)**					
a.	City of Dallas - Certificate of Occupancy	GC				
b.	City of Dallas - Final Inspections (Building)	GC			Green tags colored copies	
c.	Storm Water Prevention Polution Plan, SWPPP	GC				
d.	Elevator Inspection Certificate	GC				
e.	Boiler Inspection Certificate	GC				
f.	Health Department Inspection Certificate	GC				
X.	**RECORD DOCUMENTS (DRAWINGS, SPECIFICATIONS, ETC.)**					
a.	Record Documents transmittal from GC to A/E	GC			GC is to update red-lined record drawings on a monthly basis. Final red-line record set to be provided to A/E.	
b.	A/E's receipt of Record Documents Letter	A/E			A/E is to provide a letter indicating that all record documents have been provided by the G.C.	
XI.	**GC DESIGNED DOCUMENTS**					
a.	Fire Alarm drawings	GC			Need Govermental Agency approved documents.	
b.	Security drawings	GC			Need Govermental Agency approved documents.	
c.	HVAC Controls drawings	GC			Need Govermental Agency approved documents.	
d.	Fire Sprinkler System drawings	GC			Need Govermental Agency approved documents.	
e.	Data Cabling drawings	GC			Need Govermental Agency approved documents.	
XII.	**CERTIFICATIONS**					
a.	Certification of Asbestos Free Project: Letter from GC as per AIA A201 13.11.1	GC				
b.	Certification of Lead-Free Potable Water System: Letter from GC as per AIA A201 13.12.1	GC				
XIII.	**FINAL SYSTEM REPORTS**					
a.	Final Test & Balance Report	T&B				
b.	Final Roof Inspection Report	Roof Inspector				
c.	Final HVAC Controls - CMCS Report	Dallas ISD Facilities				
XIV.	**WARRANTY INSPECTIONS**					
a.	6 month inspection shall be conducted no later than: <<Date>>					
b.	11 month inspecton shall be conducted no later than: <<Date>>					
XV.	**ACKNOWLEDGE STATEMENT**					
a.	Project Completion Acknowledgement - Signed and dated by School Principal	PM				
b.	Project Completion Notification to Dallas ISD Facilities.	Dallas ISD Project				

I have submitted the close-out documentation in compliance with applicable contract:

G.C. Firm	Print Name	Signature	Date

I have reviewed and acknowledge receipt of the close-out documentation submitted by the General Contractor and found it complete and in compliance with applicable contracts:

A/E Firm	Print Name	Signature	Date

I have reviewed and acknowledge receipt of the close-out documentation submitted by the General Contractor and the A/E and found it complete and in compliance with applicable contracts:

Program Manager	Print Name	Signature	Date

I have reviewed and acknowledge receipt of the close-out documentation submitted by the General Contractor, A/E and PM and found it complete and in compliance with applicable contracts:

Dallas Independent School District

Owner	Print Name	Signature	Date

HAZMAT CONTRACTOR CLOSE-OUT CHECKLIST

TO:	xxxxxxxxxxxxxxxx, Contract Manager, DALLAS ISD	DATE:	
CONTRACTOR:		PMF:	
PROJECT ID / ORG:		EXTENT OF ABATEMENT:	☐ COMPLETE ☐ SPOT ☐ OTHER
CAMPUS:			
PURCHASE ORDER(S):			
PROJECT TYPE:	☐ Abatement of Exist. Bldgs in Acquired Land ☐ Abatement for Renovation Projects		

ITEM/ TAB	DOCUMENT DESCRIPTION	PRIMARY RESP	RECEIVED	REMARKS
I.	**PROJECT DOCUMENTATION and/or EVIDENCE OF COMPLIANCE**			
a.	OSHA Sampling			
b.	Waste Manifest			
c.	Daily work logs			
d.	Daily sign-in sheets			
e.	Asbestos Licensing			
f.	Respirator fit tests			
g.	Accident Report(s)			
h.	Notifications			
i.	Medical Records			
j.	Confirmation of Receipt - Letter of Completion Document	ENVIR DEPT		

I have submitted the close-out documentation in compliance with applicable contract:

JOC HAZMAT CONSTRUCTION FIRM	PRINT NAME	SIGNATURE	DATE

I have reviewed and acknowledge receipt of the close-out documentation submitted by the General Contractor and found it complete and in compliance with applicable contracts:

JOC HAZMAT CONSULTANT FIRM	PRINT NAME	SIGNATURE	DATE

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Operation manuals for systems, subsystems, and equipment.
3. Product maintenance manuals.
4. Systems and equipment maintenance manuals.

B. Related Sections:
1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 02 Section “Demonstration and Training” for instructing Owner’s personnel in the maintenance of the products and in the operation of equipment and systems.
3. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect and Program Manager.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. For Facilities use, provide one (1) PDF Electronic File of all O&M manuals at substantial completion. For Permanent Records, provide one (1) paper copy of all O&M manuals at final closeout.

3. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves for paper copy. Architect will return PDF Electronic File and paper copy.

C. Initial Manual Submittal: Submit draft PDF copy of each manual at least 30 calendar days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form as a PDF prior to requesting inspection for Substantial Completion and at least 10 calendar days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or modify each manual to comply with Architect and Program Manager's Comments. Submit copy of each corrected manual within 10 days of receipt of Comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

F. Manuals, Paper Copy: Submit manual in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-

reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of content. Indicate volume number for each of the three required multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in the manual, identify them by product name, and arrange to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identify by product name and arrange to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT AS-BUILTS & RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Sections:
1. Division 01 Section "Execution" for final property survey.
2. Division 01 Section "Closeout Procedures" for general closeout procedures.
3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal: Submit two paper copies set as well as PDF electronic files of marked-up record prints and two sets of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
b. Final Submittal: Submit two paper copies set as well as PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit two paper copies as well as PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy set as well as PDF electronic files of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy set as well as PDF electronic files of each submittal.

E. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 As-Built Drawings

A. As-Built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up as-built prints with Architect. When authorized, submit marked-up to Architect. The Architect will then prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as a paper copy as well as in scanned PDF electronic file(s) of marked up paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as a paper copy as well as scanned PDF electronic file(s) of marked up paper copy.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Related Sections:

1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module. Needs to match section on Final Completion.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.

d. Name of Contractor.
e. Date of video recording.

2. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

a. System, subsystem, and equipment descriptions.
b. Performance and design criteria if Contractor is delegated design responsibility.
c. Operating standards.
d. Regulatory requirements.
e. Equipment function.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:

a. Emergency manuals.
b. Operations manuals.
c. Maintenance manuals.

d. Project record documents.
e. Identification systems.
f. Warranties and bonds.
g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.

b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Owner will furnish an instructor to describe Owner's operational philosophy.
2. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner through Program Manager with at least 7 days advance notice.

C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

END OF SECTION 01 79 00

SECTION 01 91 00 – GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Owner will perform the Commissioning activities or has retained an independent Commissioning Authority (CxA) to coordinate Commissioning activities for this project. The objective of the Commissioning process is to verify and document that the performance of facilities, systems, and assemblies installed as part of this project meet the project's defined objectives and criteria.

B. This section outlines the general roles and responsibilities of the CxA, Owner, and General Contractor. Divisions 21, 22, 23, and 26 sections define roles and responsibilities applicable to Division 21, 22, 23, and 26 work.

C. The CxA is an independent contractor retained directly by the Owner and will coordinate all Commissioning activities with the Owner's representative.

D. Commissioning requires support from the contractors. The Commissioning Process does not relieve any contractor from their obligation to complete all portions of work in a satisfactory manner. Post contract/construction award, the Contractor shall not use any Commissioning responsibilities/obligations as justification for construction delays or requests for additional monies.

E. The General Contractor is responsible for coordinating all Commissioning activities with their Sub-Contractors.

1.2 RELATED SECTIONS

A. Division 21 Section 21 0800 – Commissioning of Fire Suppression

B. Division 22 Section 22 0800 – Commissioning of Plumbing Systems

C. Division 23 Section 23 0800 – Commissioning of HVAC Systems

D. Division 26 Section 26 0800 – Commissioning of Electrical Systems

E. Individual Division 21, 22, 23, and 26 sections contain requirements related to the Commissioning process, if applicable for that Division.

1.3 DEFINITIONS

A. *Acceptance:* A formal action, taken by a person with appropriate authority (which may/may not be contractually defined) to declare that some aspect of the project meets defined requirements, thus permitting subsequent activities to proceed. The Owner's Representative shall be responsible for evaluating acceptable criteria.

B. *Commissioning Process or Commissioning (Cx):* A quality focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of

its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Requirements.

C. *Commissioning Process Activity:* A component of the Commissioning Process.

D. *Commissioning Authority (CxA):* An entity identified by the Owner who plans, schedules, and coordinates the Commissioning team to implement the Commissioning Process.

E. *Commissioning Field Report:* A written document that identifies the Commissioning activities completed during a visit to the project site. The report identifies significant findings, results, comments and questions that resulted from the visit. This is typically produced by the CxA per site visit.

F. *Commissioning Photo Log:* A log of photographs that support the items identified in the Commissioning Issues Log. The photo log numbering corresponds to the issue numbers listed in the Cx issues log.

G. *Commissioning Plan:* A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process. The Cx Plan will be developed by the CxA.

H. *Commissioning Process Activities*: Components of the Commissioning Process.

I. *Commissioning Progress Report*: A written document that details activities completed as part of the Commissioning Process and significant findings from those activities, and is continuously updated during the course of a project.

J. *Commissioning Request for Information (RFI):* Form used by the Commissioning Authority to request information from the design or construction team.

K. *Commissioning Team:* The individuals and agencies who, through coordinated actions, are responsible for implementing the Commissioning Process. The Cx Team shall consist of: CxA, GC, MC, EC, TAB Contractor, Controls Contractor, Owner's Representative, A/E Representatives and equipment suppliers (as needed).

L. *Commissioning Testing*: The evaluation and documentation of the equipment, assemblies, any building/equipment controls, and systems delivery and condition, installation, proper function according to the manufacturer's specifications and project documentation to meet the design criteria.

M. *Construction Team:* The General Contractor, related sub-contractors, and other contractors working for the Owner during the Construction Phase.

N. *Construction Documents*: This includes a wide range of documents, which will vary from project to project, and with the Owner's needs and regulations, laws, and jurisdictional requirements. Construction documents usually include the project manual (specifications), plans (drawings), and general terms and conditions of the contract.

O. *Contract Documents*: This includes a wide range of documents, which will vary from project to project and with the owner's needs, regulations, laws, and jurisdictional requirements. Contract documents frequently include price agreements; construction management process; subcontractor agreements or requirements; requirements and procedures for submittals, changes, and other construction requirements; timeline for completion; and the construction documents.

P. *Commissioning Issues Log:* A formal document, created and maintained by the CxA, and ongoing record of problems or concerns identified through/during the construction phases which deviate from the project's construction documents, applicable codes and/or normal construction industry practices and their resolution. Items on this issues log should be reviewed by the GC and corrected in a timely manner by the applicable trades and contractors.

Q. *Coordination Drawings:* Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

R. *Design Review (Peer)*: An independent and objective technical review of the design of the project or a part thereof, conducted at specified stages of design completion by one or more qualified professionals, for the purpose of enhancing the quality of the design and to determine compliance with regulations, codes, or other standards administered by the Authority having Jurisdiction. The CxA may perform a Design Review during the early stages of design.

S. *Design Review (Commissioning)*: A review of the design documents to determine compliance with the Owner's Requirements and/or Basis of Design, including coordination between systems and assemblies being Commissioned, features and access for testing, Commissioning and maintenance, and other reviews required by the Owner.

T. *Facility Guide*: A basic building systems description and operating plan with general procedures and confirmed facility operating conditions, set points, schedules, and operating procedures for use by facility operations to properly operate the facility.

U. *Final Commissioning Report*: A document that records the activities and results of the Commissioning Process and is developed from the final Commissioning Plan with all of its attached appendices.

V. *Functional Performance Test (FPT):* A written protocol that defines methods, personnel, and expectations, for tests conducted on components, equipment, assembles, systems, and interfaces among systems. These documents shall be developed and provided by the CxA and shall require pre- approval by the Owner's Representative.

W. *Pre-Functional Checklist (PFC):* A form used by the installing contractors to verify that appropriate components are on-site, ready for installation, correctly installed, started up, tested and balanced, in compliance with the owner's project requirements, and is ready for Functional Performance Testing. These documents shall be developed and provided by the CxA and shall require pre-approval by the Owner's Representative.

X. *Submittal Review*: A Commissioning review of the equipment submittals for relevant mechanical, electrical, plumbing and energy consuming equipment and systems.

Y. *Test Procedure*: A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems to verify compliance with the Owner's Project Requirements.

1.4 ROLES AND RESPONSIBILITIES

A. Commissioning Authority (CxA)
   1. Develop a Commissioning Plan outlining the organization, schedule, and documentation requirements of the Commissioning Process.

2. Coordinate and direct the Commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications with the Cx team, and frequently update project timelines and schedules for Cx activities.
3. The CxA is not responsible for the design concept, design criteria, compliance with codes, site safety, construction means and methods, review or approval of change orders, design or general construction scheduling, cost estimating, or construction management.
4. Review contract documents for completeness and quality.
5. Perform focused reviews of the design, drawings and specifications at various stages of development (during schematic design, design development and contract document phases).
6. Develop full Commissioning specifications for all Commissioned equipment (Owner may provide the specifications). Coordinate them with, and integrate into, the specifications of the architect and engineers.
    a. The Commissioning specification will include:
        1) a detailed description of the responsibilities of all parties
        2) details of the Commissioning process
        3) reporting and documentation requirements, including formats
        4) alerts to coordination issues, deficiency resolution
        5) construction checklist and startup requirements
        6) subcontractors' Pre-Functional Checklists (PFC) Forms and responsibilities
        7) the Functional Performance Testing (FPT) Forms and process
        8) specific Functional Performance Test requirements, including testing conditions and acceptance criteria for each piece of equipment to be Commissioned
7. The CxA may assist with problem solving, non-conformance or deficiencies, but ultimately that responsibility resides with the General Contractor (GC) and the Architect/Engineer (A/E). The primary role of the CxA is to oversee the Commissioning process. This includes site observations of installation of Commissioned systems and equipment, development and coordination of the execution of a PFC and FPT testing plan and observation and documentation of performance that systems are functioning in accordance with the Owner's Requirements, design intent and in accordance with the Contract Documents. The Contractors will provide all tools and personnel to start, check-out and test equipment and systems, except as noted in this section.
8. Coordinate the Commissioning work and work with the GC to incorporate Commissioning activities into the master project schedule maintained by the GC.
9. Update and revise the Commissioning Plan as required.
10. Plan and conduct a Commissioning scoping meeting and other Commissioning meetings with the Cx team. The CxA will record meeting minutes for Cx meetings facilitated by the CxA and distribute them to all Cx Team members.
11. Request and review additional information required to perform Commissioning tasks, including installation, operations and maintenance (IOM) manuals and materials, contractor start-up and checkout procedures. Document results and incorporate into the Commissioning plan.
12. Review Contractor submittals applicable to systems being Commissioned, for compliance with the Owner's requirements and for coordination with the Commissioning Process. The CxA review provides information to the Design Team but is not a review for acceptance or rejection of the submitted equipment or system; acceptance or rejection of any submittal remains the responsibility of the Design Team.
13. Conduct periodic construction observations to verify that systems and equipment are installed consistently with Project's requirements. Document deficiencies and distribute to Cx Team members in a timely manner.
14. Attend selected planning and job-site meetings to obtain information on construction progress.

15. With necessary assistance and review from installing contractors, write and distribute the Pre-Functional Checklists and Functional Performance Test procedures for systems and equipment.
16. Approve Pre-Functional Checklists completed by GC by selected site observation visits and spot checking to confirm that systems and equipment are ready for Functional Performance Tests.
17. Review start-up and TAB reports to confirm included systems are ready for Functional Performance Testing.
18. Coordinate, witness and document Functional Performance Testing by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved per design specifications.
19. Coordinate, witness and document required seasonal or deferred Functional Performance Testing and any deficiency corrections required.
20. Review equipment warranties and confirm that they are project specific and clearly define the Owner's responsibilities if any.
21. Oversee and review the training of the Owner's operating personnel.
22. Review O&M manuals submitted by the GC.
23. Provide a final Commissioning report for review and acceptance by the Owner's Representative.
24. The CxA is not responsible for construction means and methods or for site safety and security.
25. The CxA will not authorize or approve construction cost amendments, changes to the construction schedule, or changes to the contract documents.
26. Participate in the TAB Field verification process using a sampling method. Document the verification using TAB FPTs.

B. General Contractor (GC) and Sub-Contractors
1. The GC is responsible for coordinating all Commissioning activities of the sub-contractors. Commissioning activities may be completed by the Mechanical Contractor (MC), Electrical Contractor (EC), Controls Contractor (CC), or Test and Balance (TAB) contractor, but the GC is ultimately responsible for completion of all Cx related tasks.
2. Facilitate the coordination of the Commissioning work by the CxA and incorporate Commissioning activities into the master schedule.
3. Furnish a copy of all construction documents, addenda, change orders, Requests for Information (RFIs), approved submittals, shop drawings, Architect's Supplemental Instructions (ASIs), and IOMs, related to Commissioned systems and equipment to the CxA.
4. In each purchase order or written subcontract, include any requirements for Commissioning.
5. Ensure that all sub-contractors execute their Commissioning responsibilities according to the Contract Documents, responsibilities and schedule.
6. The GC shall designate a staff member who will be knowledgeable and responsible for the construction of the Commissioned systems (typically the site superintendent) to be their active representative on the Commissioning team. This person shall attend the Commissioning scoping meeting and other necessary meetings scheduled by the CxA to facilitate the Commissioning process.
7. Each sub-contractor shall designate a staff member who will be knowledgeable and responsible for the construction of the Commissioned systems (typically the trade superintendent) to be their active representative on the Commissioning team. This person shall attend the Commissioning scoping meeting and other necessary meetings scheduled by the CxA to facilitate the Commissioning process.
8. Coordinate and share the issues identified on the Cx Issues Log with the appropriate trade sub-contractors. Respond in writing to the CxA and Owner's Representative with the contractor's response, appropriate trade responsible for the corrective action and anticipated completion date for the corrective action.

9. Follow up with the subcontractors as to the status of the corrective actions to the items on the Cx Issues Log, and update the CxA.
10. The GC's designated Cx team staff member shall personally examine, witness and verify that all issues are corrected and complete when the sub-contractor states they have "corrected" an item on the Cx Issues Log.
11. Notify the CxA one week in advance of all equipment start-ups and tests required by the Contract Documents.
12. Submit test results for tests required by the Contract Documents, including (but not limited to) duct leakage tests, hydronic system pressure tests, generator tests, etc. as applicable to the Commissioning scope.
13. Receive the Pre-Functional Checklist forms from the CxA. Create a "master" Pre-Functional Checklist document binder containing all checklists for the project that shall remain at the project site.
14. Coordinate and distribute copies of the Pre-Functional Checklists to all relevant subcontractors.
15. Notify the CxA when Pre-Functional Checklists are completed.
16. Remedy any deficiencies identified in the Pre-Functional Checklists and notify the CxA (in writing) that deficiencies have been addressed.
17. Notify the CxA when TAB activities will be taking place and have been completed. Provide the CxA with TAB report(s).
18. Participate in TAB verification, which may include repeating selected measurements contained in the TAB report(s).
19. Coordinate with subcontractors to ensure qualified technicians are available for performing the Functional Performance Test procedures under direction of the CxA.
20. Coordinate the training of Owner personnel.
21. Verify that subcontractors prepare and submit O&M manuals, according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.
22. Ensure that subcontractors execute seasonal or deferred Functional Performance Testing, witnessed by the CxA, according to the specifications.
23. Ensure that subcontractors correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.
24. Gather and submit all project closeout documentation, including submittals, O&M manuals, as-built drawings, warranties, etc. to CxA for review.

C. Owner
1. Arrange for facility operating and maintenance personnel to attend various field Commissioning activities and field training sessions according to the Commissioning (Cx) Plan.
2. Provide final approval for the completion of the Commissioning requirements.
3. Coordinate site visits and meetings with the CxA.
4. Review and comment on Commissioning documentation such as the Cx plan, field reports, PFC & FPT Forms, and Cx Issue Logs.
5. Provide interpretations and clarifications of the Owner’s Requirements.
6. Provide input and direction on Commissioning-related recommendations that arise from the Commissioning process which may enhance the operation of the building but are not included in the project documents and may be an additional project cost. If the Owner is in agreement with Commissioning recommendations, they are to direct the Design Team to review and issue the appropriate directive to add that scope and maintain the Design Team's responsibility for all construction documents.

D. Design Team (Architect/Engineer)
1. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted with Owner.
2. Fulfill all obligations specified in the contract documents, including reviewing and approving submittals, conducting construction observation, issuing addenda and clarifications,

responding to RFIs, issuing punchlists, and conducting substantial and final completion walkthroughs. Review and provide comments on all recommendations.
3. Provide any design narrative documentation requested by the CxA.
4. Prepare and submit final as-built design intent documentation for inclusion in the Systems Manual.
5. Review and approve the O&M manuals.
6. Coordinate resolution of design non-conformance and design deficiencies identified during the project.
7. Assist (along with the contractors) in clarifying the operation and control of Commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
8. Participate in the resolution of system deficiencies identified during Commissioning.
9. Notify the CxA of substantive changes to the Contract Documents.
10. Provide clarifications to Contract Documents as required.
11. Review the Design Team Commissioning Issues Log and respond to all items in a timely manner. Update contract documents as required to address Commissioning items identified.
12. Review Commissioning suggestions identified on the Design Team Commissioning Issues Log for impact to the design intent. If the design team is in agreement with the suggestion, they are to assist in reviewing the suggestion with the owner for their review and decision if it should be added to the project.
13. The design team shall review all shop drawing and submittal comments from the CxA.

1.5 SCOPE OF WORK

A. Refer to Section 21 08 00 for listing of fire suppression systems to be Commissioned and requirements.

B. Refer to Section 22 08 00 for listing of plumbing systems to be Commissioned and requirements.

C. Refer to Section 23 08 00 for listing of HVAC systems to be Commissioned and requirements.

D. Refer to Section 26 08 00 for listing of Electrical Systems to be Commissioned and requirements.

1.6 COMMISSIONING DOCUMENTATION

A. General
1. Timely and accurate documentation of Commissioning activities is essential for the Commissioning process to be effective. To this end, all Commissioning activities conducted by the contractors shall be documented as outlined below and in Part 3 Execution of this specification.
2. Contractor Commissioning responsibilities on Project Management Software include the following items:
    a. Commissioning Schedule
    b. Construction Issues
    c. Pre-Functional Checklists
    d. Functional Performance Test Forms
3. The Architect, Engineers, GC, subcontractors, and owner will be responsible for responding within five business days of an inquiry being assigned to them.
    a. The owner(s) or their designated responsible party will be one of the final designated personnel in the approval process that will sign off before an item can be closed out.
    b. All of the aforementioned entities will be responsible for the same response time in the identified field punch software.

c. The punch list and open Commissioning items will be tied to identified retention dollars that will not be paid until all open issues are resolved.
d. Owner-Insite will be the designated software that will be used by all Cx agents and used for MEP items identified by the Cx agent and Owner.

4. The Pre-Functional Checklists shall be completed by each respective trade contractor involved with the installation of any Commissioned systems and equipment.
5. The Functional Performance Tests will be completed by the CxA as they witness the test(s) conducted by the contractors.
6. All Contractor Commissioning Documents prepared by the contractors will be fully completed in a neat and workmanlike manner so as to be fully legible. Documentation which, at the CxA's discretion, is incomplete or less than fully legible shall be deemed unacceptable.
7. Commissioning procedures and tests, which are rejected by the CxA due to incomplete, or illegible contractor documentation shall be repeated by the contractor and new Contractor Commissioning Documents shall be prepared to the Commissioning Team's satisfaction at no additional cost to the Owner.
8. Procedures deemed unacceptable by the Commissioning Team after being repeated due to inadequate documentation may be subject to completion by the CxA, at a cost to the contactor as outlined in item Section 3.8 "Cost of Re-Evaluation" below.
9. All Contractor Commissioning Documents shall be completed on the job-site concurrent with the activities being documented. Remedial documentation of Commissioning activities either off-site or after the procedures have been completed is unacceptable.
10. All Contractor Commissioning Documents will be submitted to the CxA for review and acceptance upon completion.

B. Contractor Commissioning Process Status Tracking
1. Contractors shall be responsible for monitoring the progress of their Commissioning activities. The contractor will update the status of meetings, issues, re-scheduling, checklists and tests.
2. The contractors shall regularly update and upload drawings or pictures as Commissioning activities are completed so as to provide a readily available report to CxA regarding current status of the contractors Commissioning activities.

C. Record Drawings
1. Contractors shall regularly update a 'redlined' set of record drawings showing Commissioned systems as work is being installed so that the drawings remain current with the field work, and as required in Division 01, 21, 22, 23, and 26 of the project specifications.
2. Redlining record drawings at the end of construction shall not be acceptable.
3. The Contractors up-to-date, in-progress redlines shall be kept on-site in the Contractor's field office and available for review by the Cx Team.

D. Access to Contractor Documentation
1. Contractors shall provide the CxA with access to shop drawings, coordination drawings, equipment cut-sheets, schematics, in-progress record drawings, manufacturers installation-operation-maintenance manuals, startup reports, etc. to assist the CxA in execution of the Cx process.

1.7 COORDINATION

A. The CxA shall receive a copy of all construction documents, project schedules, addenda, change orders, and appropriate approved submittals and shop drawings directly from the GC.

B. The CxA shall disseminate written information and documents to all responsible parties relative to the nature and extent of the Cx communication.

C. The CxA is primarily responsible to the Owner and, as such, shall regularly apprise the GC and the Owner of progress, pending problems and/or disputes, and shall provide regular status reports on progress with each system. Any potential change in the contractual and/or financial obligations of the owner (credits, change orders, schedule changes, etc.) shall be identified and quantified as soon as possible.

D. The CxA shall coordinate the schedule of Commissioning activities with the construction schedule. It is possible that some procedures will be completed before the entire system is completed.

1.8 SCHEDULE

A. Commissioning of systems shall proceed per the criteria established in the specific sections that follow, with activities to be performed on a timely basis. The CxA shall be available to respond promptly to avoid construction delays.

B. Start-up and testing of systems may proceed prior to final completion of systems to expedite progress. However, testing and checkout services that are the primary responsibility of the contractor / vendor will not proceed in advance of their testing and checkout.

C. Problems observed shall be addressed immediately, responsible parties notified, and actions to correct deficiencies coordinated in a timely manner.

D. Contractor schedules and scheduling is the responsibility of the GC. The CxA shall provide Commissioning scheduling information to the GC for review and planning activities.

1.9 REFERENCE STANDARDS

A. Industry standards and guidelines are a guide to the Commissioning process and are hereby incorporated and will be applied as appropriate. Reference standards and guidelines include, but are not limited, to the following:

B. References:
1. ASHRAE Standard 202-2013: Commissioning Process for Buildings and Systems
2. ASHRAE Guideline 0-2005: The Commissioning Process
3. ASHRAE Guideline 1.1-2007: HVAC&R Technical Requirements for The Commissioning Process
4. ACG Commissioning Guideline (current version)
5. NEBB Commissioning Standard (current version)
6. BCxA Building Commissioning Handbook (current version)

2.0 SUBSTANTIAL COMPLETION

A. “Certificate of Substantial Completion” will not be signed by the Dallas ISD unless the CxA and the Owner’s Representative are in agreement that all Equipment and Systems to be Commissioned are installed and operational, and any open Cx Issues Log items have been identified as minor. Any open Cx Issues Log items shall be resolvable within 21 days.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

A. All industry standard test equipment required for performing the specified tests shall be provided by the applicable contractor (as specified) and shall be approved by the CxA. Any necessary proprietary vendor specific test equipment shall be provided by that vendor or manufacturer.

B. Any portable or hand-held setup / calibration devices required to initialize the control system shall be made available by the control vendor to the CxA (at no additional cost to the Owner or CxA).

C. The instrumentation used in the Commissioning process shall meet the following standards:
   1. Be of sufficient quality and accuracy to test and/or measure system performance within the tolerances required.
   2. Be calibrated at the manufacturer's recommended intervals (typically within the previous 12 months) with calibration tags permanently affixed to the instrument
   3. Be maintained in good repair and operating condition throughout the duration of use on this project.
   4. Be immediately re-calibrated or repaired if dropped and/or damaged in any way during use on this project.

PART 3 - EXECUTION

3.1 COMMISSIONING PLAN AND SCHEDULE

A. The CxA shall generate a project specific Commissioning plan which identifies Cx tasks, roles and responsibilities for the Cx process. The CxA will submit a Cx schedule for the Commissioning process which shall be integrated into the construction schedule by the GC.

3.2 CONSTRUCTION OBSERVATION

A. This is an additional and separate activity from that provided by the design team. Construction observation is required as part of the Commissioning and coordination process to be provided by the CxA. Field Observation reports will be maintained and distributed by the CxA to all Cx Team members.

3.3 COMMISSIONING ISSUES LOGS

A. As part of the Commissioning process, all issues will be recorded on the Project Management Software. The PM Software will divide the issues as follows.

   1. Construction Commissioning Issues
      a. This log is also a part of the Web-Based Project Management Software. It is a formal and ongoing record of problems or concerns pertaining to the installation of the Commissioned systems and equipment which identifies where the contractors have deviated from the OPR, contract documents, applicable codes or normal industry construction practices. It is the GC's responsibility to regularly login and retrieve this log from the Web-Based Project Management Software, follow up and review each item on the list with the appropriate trades, and respond to the CxA with feedback within 5 business days from the issuance of the log from the CxA.
      b. Team members will be given access through the Web Based Project Management Software to comment on issues. This is where the GC should provide feedback which includes the following sections:
         1) Response/Action: This is the contractor's response to the issue identified by the CxA.

2) Trade: This identifies the specific contractor responsible for the correction of the issue. The issue will be assigned to that contractor or subcontractor.
3) Expected Completion Date: This is the date which the GC and subcontractor agree the issue will be resolved by. This provides information back to the CxA as to when items should be corrected by for spot checking the correction of issues.

c. The GC shall provide feedback and updates to the construction Cx issues log to the CxA within 5 business days from its issuance from the CxA.
d. The CxA will maintain the master cx long on the Web Based Project Management Software.

3.4 PRE-FUNCTIONAL CHECKLISTS

A. The Commissioning Authority shall develop the Pre-Functional Checklists (PFCs) and distribute them to the GC for use by the sub-contractors.

B. The sub-contractors shall complete the checklists and submit them to the GC as they are completed or uploaded to the Web Based Project Management Software.

C. PFCs consist of a series of field observations and verification checks conducted by the contractors during the installation of Commissioned equipment to verify the following:
1. Installed equipment matches the specifications and approved submittals
2. Equipment is installed per the specifications, drawings and manufacturer's recommendations.
3. Utility connections to equipment, such as electrical, steam, chilled water, etc. have been successfully completed.
4. Equipment is ready for start-up per manufacturer's guidelines.

D. Contractors should expect to complete one (1) PFC for each piece of equipment covered by the Commissioning process such as pumps, fans, air handling units, terminal units, control panels, and lighting control panels.

E. PFCs for mechanical equipment will include verification of the safety devices intended to stop and/or prevent equipment operation unless minimum safety standards or conditions are met. These may include adequate oil pressure, proof-of-flow, non-freezing conditions, maximum static pressure, maximum head pressure, etc. The CxA shall observe the actual performance of safety shutoffs in a real or closely simulated condition of failure.

F. Systems may include safety devices and components that control a variety of equipment operating as a system. Interlocks may be hard-wired or operate from software. Operation of these interlocks shall be verified by the CxA.

G. Additional checklists will be required to verify installation of distribution systems such as piping, ductwork, electrical wire and conduit, etc. The number of required PFCs will vary from system to system, but will typically be limited to one form per system per floor or zone.

H. The PFC used for this project will be finalized by the CxA after receipt of equipment Installation, Operation & Maintenance (IOM) Manuals from the Contractors.

I. PFCs shall be completed by the contractor and maintained on-site per the requirements of this specification, Section 1.6 "Commissioning Documentation".

3.5 CONTRACTOR STARTUP TESTING

A. The contractors shall conduct all startup testing as required by the specifications, equipment manufacturer, the manufacturer's installation, operations and maintenance manual or as necessary to verify all equipment is properly installed and fully operational.

B. Startup testing shall be documented. Appropriate documentation shall be by the contractor and/or the manufacturer's representative or entity specified in the construction documents.

C. The startup testing shall be documented using the contractors or manufacturer's standard forms and an electronic copy of the form shall be provided to the CxA or uploaded to the Web Based Project Management Software under the appropriate PFC.

3.6 TESTING AND BALANCING

A. Testing, Adjusting, and Balance Contractor (TAB) Requirements
   1. Air and water balance shall be accomplished by an independent test and balance firm. The test and balance firm shall come back after the final balancing report is approved to work with the CxA and spot check this work to verify accuracy of results. Refer to Division 23 for acceptance criteria.
   2. Test and Balance contractor to provide the final balancing report to the CxA.
   3. The TAB contractor shall be responsible for successful completion and documentation of all TAB activities specified in the Division 23.
   4. Prior to the start of TAB activities, the TAB contractor shall submit a proposed TAB plan, procedures and documentation to the CxA and A/E for review. TAB procedures shall be submitted to allow sufficient time for CxA review and approval prior to the start of TAB activities.
   5. After this review, and prior to start of field work, the TAB contractor will attend one or more planning meetings as required with the Commissioning Team to review and discuss outstanding issues relating to TAB procedures and forms, discuss resolution of issues identified during the TAB contractor’s plan review and field inspections, and to coordinate field work.
   6. Prior to the start of fieldwork, the TAB contractor shall issue a final set of TAB procedures and TAB forms which incorporate any comments received during the Commissioning Team review.
   7. The TAB contractor shall have at least one certified field technician on site whenever TAB work is being performed. The certified technician shall be responsible for the quality of the work of any non-certified technicians.
   8. The TAB contractor is responsible to notify the GC, who in turn shall notify the Commissioning Team, a minimum of two (2) weeks in advance of the time for start of TAB work to allow the CxA and A/E time to assess system readiness.
   9. The TAB contractor will work cooperatively with the CxA.
   10. The TAB contractor shall coordinate with the controls contractor to ensure that changes made to the control system during TAB (flow coefficients, duct areas, etc.) are archived and become the default or initial values for these parameters.
   11. The TAB contractor shall provide daily lists of issues and/or problems identified during TAB work to the GC, CxA and A/E for follow-up & resolution with the appropriate contractors.
   12. Participate in verification of the TAB report, which will consist of repeating any selected measurement contained in the TAB report where required by the CxA for verification or diagnostic purposes.
   13. A TAB Final Acceptance Inspection shall be conducted by the A/E, Owner’s Representative and CxA and will include a field verification of at least 5% of the TAB contractor’s field readings.
   14. The TAB contractor will provide technicians, equipment and instrumentation to support the field verification.
   15. Instruments used for the field verification shall be the same instruments (by model and serial number) that were used for the original TAB work.

16. The TAB Contractor shall provide test equipment calibration certifications to the Owner's Representative or the CxA upon request.

3.7 FUNCTIONAL PERFORMANCE TEST PROCEDURES

A. Scope
   1. Functional Performance Test (FPT) procedures are executed after Commissioned equipment and systems have been installed, started-up, balanced and are fully operational. The goal of these procedures is to conclusively verify that Commissioned equipment, sub-systems and major systems operate and perform per the design intent, and the project specifications.
   2. Equipment-level FPTs will be used to verify operation and capacity of selected equipment such as boilers, chillers cooling towers, pumps, exhaust fans, air handling units, etc.
   3. System-level FPTs will verify the following aspects of system operation.
      a. System operation under both normal and alternate operating conditions and modes.
      b. Interactions between equipment and sub-systems.
      c. Operation of safeties and interlocks.
      d. Control system operation, response time, stability and tuning.
      e. System response to abnormal and/or emergency conditions such as fire, equipment failure and power outages, and associated Alarms.
      f. All control sequence of operation strategies, alarm generation and reporting shall also be reviewed and proper operation verified by the CxA.
      g. The central work station graphics, point assignments, alarm messages, and logging functions shall be verified.

B. Functional Performance Test Forms
   1. The FPTs used for this project will be created, utilized and finalized by the CxA after receipt of approved contractor submittals.

C. Contractor Requirements
   1. The Cx team will, in a joint effort, coordinate and schedule FPT activities.
   2. Scheduling of FPTs shall be contingent on notification from the affected contractor(s) to the GC and CxA that equipment and systems are ready for checkout.
   3. Other prerequisites for execution of FPTs shall include the following:
      a. All Contractor Startup Procedures and Cx Pre-Functional Checklists have been completed and documented.
      b. TAB has been completed.
      c. All Cx Issues Log items identified as affecting equipment or system performance or operations have been resolved.
   4. Prior to claiming readiness for FPT, the Controls Contractor shall ensure that the following items are completed and documented:
      a. Point-to-point checkouts have been verified and documentation has been submitted to the CxA.
      b. Verify that network communication between all devices and systems is established
      c. Sequence of Operation checkouts are completed.
      d. Printed and annotated trend logs and alarm histories establishing acceptable operation including
         1) Stable control
         2) Recovery from upset/changes (e.g., from setback)
         3) Special and/or seasonal modes
         4) Emergency and alarm modes including loss/restoration of power
   5. Execution of the FPTs will be conducted by the contractors providing and installing the equipment and systems being Commissioned and shall be witnessed by the CxA. The Controls Contractor shall verify/validate the BAS Sequences of Operations to the satisfaction of the CxA.

6. Typical activities during FPT execution will include the following:
    a. Starting/stopping equipment
    b. Energizing/de-energizing electrical distribution gear
    c. Opening/closing valves and dampers
    d. Manipulating BAS inputs, outputs and set points
    e. Setup, collection and downloading of BAS trend data
    f. Test all modes of operation (normal, failure, backup, emergency, etc.)
    g. Confirmation of required alarms sent to BA
    h. Written verification of equipment set-points (temperatures, flow rates, etc.)
7. The Contractor(s) shall maintain full responsibility for the facility, equipment and systems operated during the FPTs, maintain all guarantees and warranties, and shall repair any damage to the facility caused during the FPTs.
8. Contractors shall conduct seasonal FPTs as necessary. This includes performing FPTs on equipment during the season it is intended to operate (i.e. test cooling equipment during the peak cooling season and test heating equipment during the peak heating season, etc.). All seasonal FPTs shall be witnessed by the CxA.
9. Tools, test equipment and instrumentation required for completion of the FPTs shall be provided by the contractor. All instruments shall meet the requirements of Part 2 of this specification.
10. FPT acceptance shall confirm the performance of systems to the extent of the design intent. When a system is accepted, the Owner shall be assured that the system is complete, works as intended, is correctly documented, and operator training has been performed.

3.8 COST OF RE-EVALUATION

A. The cost for Contractors to re-evaluate any Commissioning Procedures due to open issues shall be bore by the contractors.

B. The CxA will be available for two attempts of the Functional Performance Tests (one initial and one re-try) with minimal follow-up where necessary (due to deficiencies, systems not ready, incomplete work, etc.) to try to accomplish each test as part of the contract. When additional work is required because systems are not ready or because they do not successfully pass the FPT after they have been indicated as ready, the contractor will be charged for the CxA's additional reasonable re-testing costs. Additional fees will be paid to the CxA by the Owner and shall be reimbursed by the Contractor.

C. Any required re-testing by any contractor shall not be allowed as a justified reason for a claim of delay or for a time extension by the contractor or for a request for additional monies.

3.9 SOFTWARE DOCUMENTATION REVIEW

A. Review detailed software documentation for all DDC control systems. This includes review of vendor documentation, their programming approach, and the specific software routines applied to this project. Discrepancies in programming approaches and/or sequences shall be reported and coordinated in order to provide the Owner with the most appropriate, simple, and straightforward approach to software routines.

3.10 OPERATING AND MAINTENANCE (O&M) MANUALS

A. The CxA shall review the draft form of the O&M manuals provided by the Division 21, 22, 23, and 26 contractors. The review process shall verify that O&M instructions meet specifications and are included for all equipment furnished by the contractor, and that the instructions and wiring

diagrams are project specific (edited where necessary) to the actual equipment provided for this project.

1. Published literature shall be specifically oriented to the provided equipment indicating required operation and maintenance procedures, parts lists, assembly/disassembly diagrams, and related information.
2. The contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting O&M information shall be project and system specific, concise, to the point, and tailored specifically to this facility. The Commissioning Authority shall review and edit these documents as necessary for final corrections by the contractor.

B. The O&M manual review, and coordination efforts MUST be completed prior to Owner training sessions, as these documents are to be utilized in the training sessions.

C. In addition to the O&M manual requirements within specification Division 21, 22, 23, and 26, O&M manuals shall include at a minimum the following:

1. An equipment data sheet with the equipment name tag, model number, serial number and any other relevant information for the equipment.
2. A copy of the approved submittal, indicating the exact make and model of the equipment installed.
3. A copy of the manufacturer's IOM manual
4. A copy of all warranty's
    a. If not included on warranty certificate, provide the start/end dates of warranty period, descriptions of what is and isn’t covered and contact information for warranty claims.

3.11 RECORD DRAWINGS

A. The Commissioning Authority shall review the as-built contract documents to verify incorporation of both design changes and as-built construction details. Discrepancies noted shall be corrected by the appropriate party.

3.12 EXCLUSIONS

A. Responsibility for construction means and methods: The CxA is not responsible for construction means, methods, job safety, or any construction management functions on the job site.

B. Hands-on work by the CxA: The contractors shall provide all services requiring tools or the use of tools to start-up, test, adjust, or otherwise bring equipment and systems into a fully operational state. The CxA shall coordinate and observe these procedures (and may make minor adjustments), but shall not perform construction or technician services other than verification of testing, adjusting, balancing, and control functions.

END OF SECTION 01 9100

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ASBESTOS ABATEMENT SPECIFICATION ADDENDUM 1

Dallas Independent School District – W.A. Blair Elementary School

7720 Gayglen Drive

Dallas, Texas

February 24, 2025
(Revised April 3, 2025)
Terracon Project No. 94237073

Matthew R. Mooney

Matthew R. Mooney
TDSHS Individual Asbestos Consultant
License No. 10-5740
Expires 11.09.25

The following is an Addendum to the original Asbestos Abatement Specification prepared for the referenced Dallas Independent School District (DISD) school campus. The removal of the additional quantity of identified ACM floor tile and associated mastic listed in this Addendum must performed in accordance with Sections 3.4 through 3.8 of the original Terracon Asbestos Abatement Specification, Project 94237073, and dated February 24, 2025.

Additional ACM Quantities

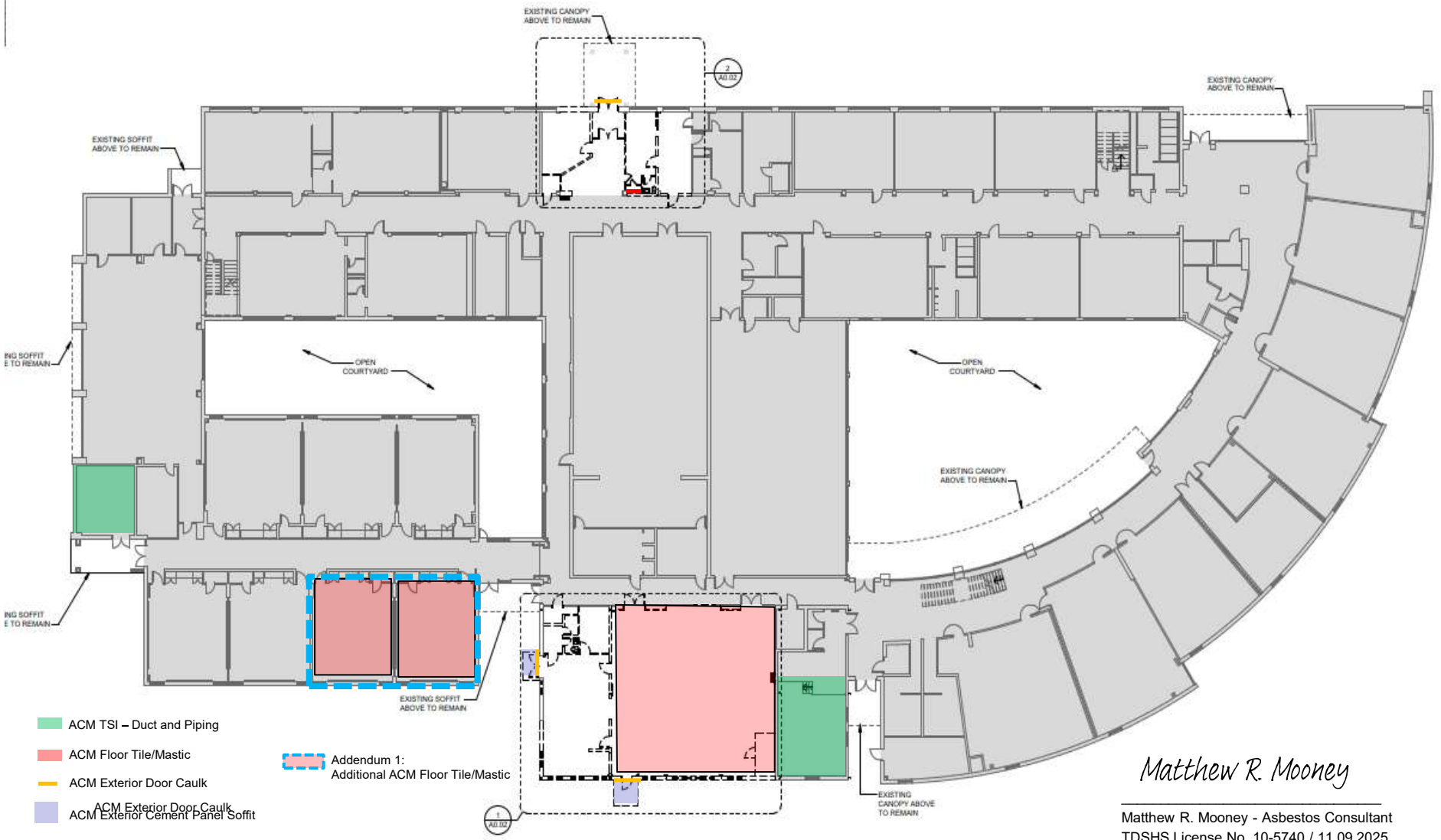
Material Description	Estimated Quantity [1]
Floor Tile and Associated Mastic	1,400 SF

[1]Quanities listed are estimates only. **CONTRACTOR** is responsible for verifying quantity estimates prior to submission of bid. The **CONTRACTOR** will perform work for materials and locations indicated, regardless of actual quantities, and no increase in contract amount will be allowed for quantity adjustment.

END OF ADDENDUM 1

Matthew R. Mooney

Matthew R. Mooney
TDSHS Asbestos Individual Consultant
License No. 10-5740, Exp. 11.09.25



Matthew R. Mooney

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DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	MRM
Drawn by:	MRM
Checked by:	TDK
Approved by:	TDK

Project No.	94237073
Scale:	N.T.S.
File Name:	
Date:	02/24/2025 (REVISED April 3, 2025)

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ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit 1.1

Asbestos Abatement Specification

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

February 24, 2025 | Project Number: 94237073

Prepared for:
Dallas Independent School District
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1.0 INTRODUCTION

This project is being performed for Dallas Independent School District (**OWNER**). Terracon Consultants, Inc. (**CONSULTANT**) prepared these work procedures. The licensed asbestos abatement contractor (**CONTRACTOR**) is responsible for completing the work that will include the abatement and disposal of asbestos-containing materials (ACM) and the decontamination and disposal of asbestos-containing debris within the regulated areas and/or containments.

2.0 SCOPE OF WORK

The scope of work is summarized as removal and disposal of the following ACM:

Material Description	Location	Approximate Quantity
12" X 12" Floor Tile (brown and white) and Associated Mastic (black)	Cafeteria (refer to drawings for specific locations)	1,050 SF
Thermal System Insulation (TSI) and Ground Preparation	Steam Radiators and Crawl Space (refer to drawings for specific locations)	2,000 LF
TSI – Duct	Mechanical Rooms (refer to drawings for specific locations)	60 SF
TSI - Piping	Mechanical Rooms (refer to drawings for specific locations)	350 LF
Exterior Door Caulk	Main Entrance and Kitchen/Cafeteria (refer to drawings for specific locations)	6 SF (3 Doors)
Exterior Cement Panel Soffits	Kitchen/Cafeteria (refer to drawings for specific locations)	100 SF (2 Soffits)
Mirror Mastic	Office Restroom (refer to drawings for specific locations)	8 SF (1 Mirror)

Quantities listed are estimates only. **CONTRACTOR** is responsible for verifying quantity estimates prior to submission of bid. The **CONTRACTOR** will perform work for materials and locations indicated, regardless of actual quantities, and no increase in Contract amount will be allowed for quantity adjustment.

Matthew R. Mooney

Matthew Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.25

3.0 WORK PRACTICES

3.1 Abatement Notes

CONTRACTOR shall maintain personnel on-site when any portion of the work area(s) are open or not properly secured. **CONTRACTOR** will ensure that at least one (1) **CONTRACTOR** representative is on-site during work hours, including during lunch break. **CONTRACTOR** will ensure that work areas are secure at the end of each workday. **CONTRACTOR** may elect to have a company representative stay on-site to maintain security during times other than normal working hours.

Prior to commencement of preparations, **CONTRACTOR** shall verify site conditions with the **OWNER** and **CONSULTANT**. All damage not noted during this pre-job survey will be assumed to be caused by the **CONTRACTOR** and the **CONTRACTOR** shall repair to the satisfaction of the **OWNER**.

If a Texas Department of State Health Services (TDSHS) inspector conducts a regulatory inspection, the **CONTRACTOR'S** abatement project supervisor must immediately cease all abatement activities and give his complete and undivided attention to the inspector. Should the TDSHS inspector don personal protective equipment (PPE) and enter the containment, the abatement project supervisor will also don PPE and enter the containment to accompany the inspector. If the TDSHS inspector notes any deficiency/deficiencies, the abatement project supervisor will direct the workers to immediately correct the deficiency/deficiencies to the inspector's satisfaction.

The abatement project supervisor will accompany the TDSHS inspector throughout the duration of the inspection process, whether inside or outside the containment or regulated areas. Upon the TDSHS inspector's departure from the site, the supervisor will resume abatement activities.

3.2 Respiratory Protection

The **CONTRACTOR** shall provide respirators which are applicable and suitable for the purpose intended in accordance with OSHA 1910.134 – Respirator Standard throughout the project. The **CONTRACTOR** will ensure that the respirators are equipped with filter cartridges designed for asbestos-containing dusts and mists, vapors, and color-coded in accordance with ANSI Z228.2 (1980).

3.3 Protective Clothing

During removal in negative pressure enclosures or containments, each worker will wear at least one disposable protective suit and proper respiratory protection. The **CONTRACTOR** will make boots and gloves available to each worker as needed. All protective suits will be properly disposed at the conclusion of each work-shift. Prior to exiting the work area, the workers performing the abatement will decontaminate thoroughly in a three-chambered wet decontamination system attached to each containment.

3.4 Decontamination System – Negative-Pressure Enclosures or Containments

Disposable "pop-up" units displaying excessive use or wear are not permitted.

The **CONTRACTOR** shall provide a Personnel Decontamination Unit consisting of a serial arrangement of the following connected rooms or spaces:

Provide splash-proof entrances to the Work Area and the building/exterior with doors arranged as follows:

- Changing Room (aka Clean Room)
- Shower Room
- Equipment Room

The **CONTRACTOR** shall require all persons, without exception, to pass through this decontamination unit for entry into and exit from the work area for any purpose. The **CONTRACTOR** shall not allow parallel routes for entry or exit.

3.4.1 Changing Room (aka Clean Room)

The **CONTRACTOR** shall provide a Changing Room physically and visually separated from the rest of the building for workers to change into protective clothing. Construct this room using minimum 6-mil polyethylene sheeting to provide an airtight seal between the Changing Room and the rest of the building. Locate Changing Room so the Equipment Room and Work Area are accessible only through the Shower Room. Separate the Changing Room from the rest of the building by a doorway of overlapping minimum 6-mil polyethylene sheeting flaps; arrange these flaps so that any air movement out of the Clean Room will cause the flaps to seal against the door frame.

Always keep the Changing Room floor clean and dry. Do not allow overflow water from Shower Room to wet floor in Changing Room.

- Damp-wipe all Clean Room surfaces with a disinfectant solution twice after each shift change.
- Provide a continuously adequate supply of disposable bath towels.
- Provide posted information for all emergency phone numbers and procedures.

3.4.2 Shower Room

The **CONTRACTOR** shall provide a completely water-tight operational shower for showering by workers exiting the Work Area after undressing in the Equipment Room or for transit by cleanly-dressed workers entering the Work Area from the Changing Room.

Construct the Shower Room using a shower pan and two shower walls in a configuration that causes water running down walls to drip into shower pan. Install a freely draining floor in the shower pan at an elevation that is at the top of pan.

Separate the Shower Room from the Changing Room, Equipment Room, and the rest of the building with airtight walls fabricated of minimum 6-mil polyethylene sheeting.

Provide splash-proof entrances to Changing Room and Equipment Room with doors arranged as follows:

- At each entrance to the Shower Room construct a doorframe of lumber, PVC Pipe, or equivalent.
- Attach two overlapping minimum 6-mil polyethylene sheeting flaps fastened at the head (top) and jambs (sides) of this frame.
- Overlap these flaps to present a shingle-like configuration to direct the shower water stream inward and downward to the shower pan and that that water from showering does not splash into the Changing Room or Equipment Room.
- Arrange these flaps so that any air movement out of the Work Area will cause the flaps to seal against the door frame.

Provide temporary extensions of existing hot and cold water, temperature and flow controls, a flexible hose shower head, and drainage, as necessary to present a complete and operable shower.

Provide a continuously adequate supply of soap.

Maintain sanitary conditions in the Shower Room. Damp wipe all Shower Room surfaces with a disinfectant solution after workers enter containment at the beginning of a work shift or after lunch break and after all workers exit the Shower Room at the end of a work shift.

Provide 20- and 5-micron wastewater filters in-line to sanitary sewer drain or wastewater storage for use in amended water. Change filters a minimum of once per workday; change filters more frequently, if necessary.

Provide Hose Bib.

3.4.3 Equipment Room (Contaminated Area)

The Equipment Room is an asbestos-contaminated area for temporary storage or staging of asbestos-contaminated work equipment, footwear, gloves, and work clothing. Workers will use the Equipment Room to remove asbestos-contaminated clothing and equipment prior to entering the Shower Room.

Separate the Equipment Room from the Shower Room, Work Area, and the rest of the building with airtight walls fabricated of minimum 6-mil polyethylene sheeting.

Locate Equipment Room so the Clean Room is accessible only through the Shower Room. Separate the Equipment Room from the Work Area by a doorway of overlapping minimum 6-mil polyethylene sheeting flaps; arrange these flaps so that any air movement out of the Clean Room will cause the flaps to seal against the door frame.

Do not allow equipment, clothing, etc. to accumulate in the Equipment Room. Keep the Equipment Room clear for safe, unimpeded transit from the Work Area or Shower Room.

Damp-wipe all Equipment Room surfaces and dispose of all soiled clothing at each shift change.

Where airborne asbestos fiber concentrations in the Work Area are expected to be high (e.g., dry removal, highly friable ACM, or friable ACM with asbestos concentrations above 50%), construct an intermediate space between the Equipment Room and the Work Area for workers to conduct additional personal decontamination. Do not allow equipment, clothing, etc. to accumulate in this area. Keep this area clear for safe, unimpeded transit from the Work Area or Equipment Room. Install a drop cloth of minimum 6-mil polyethylene sheeting in this area. Dispose of all soiled clothing, damp wipe all surfaces, and replace the drop cloth at each shift change.

3.4.4 Equipment Area (Exterior Removal)

The **CONTRACTOR** shall provide an Equipment Area for decontamination of employees and their equipment immediately adjacent to the regulated Work Area.

The **CONTRACTOR** shall require all persons, without exception, to pass through this Equipment Area for entry into and exit from the regulated Work Area for any purpose. The **CONTRACTOR** shall not allow parallel routes for entry or exit. Where a centrally located Equipment Room/Area is employed, the **CONTRACTOR** shall restrict access to the paths of transit between the Equipment Room and Work Area to project personnel only.

The Equipment Area shall consist of an area covered by an impermeable dropcloth of minimum 6-mil polyethylene sheeting. The Equipment Area must be of sufficient size to accommodate workers removing PPE, cleaning equipment, processing ACM waste for disposal, etc. without spreading contamination beyond the Equipment Area (as determined by visible accumulations).

- Dispose of or damp wipe Equipment Area dropcloth with a disinfectant solution twice after each shift change.
- Keep the Equipment Area clean and dry. Do not allow contaminated equipment or soiled disposable suits to accumulate.
- Provide a continuously adequate supply of fresh water, soap, and disposable bath towels to accommodate employee face and hand washing.
- Provide posted information for all emergency phone numbers and procedures.

All equipment and surfaces of ACM container(s) must be cleaned prior to removing them from the Equipment Area.

3.5 Work Areas

The **CONTRACTOR** will remove movable objects from the work area; these items are to be pre-cleaned by wet-wiping and HEPA-vacuuming prior to their removal from the work area. Non-movable objects in the work area are to be pre-cleaned by wet-wiping and HEPA-vacuuming, then wrapped in a minimum one layer of 6-mil polyethylene sheeting secured in place with spray-glue and duct tape.

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state, and federal regulations.

3.5.1 Full Negative-Pressure Containments

Asbestos-containing floor tile/mastic and TSI duct and piping will be abated in a series of full negative-pressure containments described as follows:

1. Work areas shall consist of critical barriers, two layers of minimum 4-mil polyethylene sheeting on wall surfaces not specified for abatement, two layers of minimum 6-mil polyethylene sheeting on floor surfaces not specified for abatement, and one layer of 4-mil polyethylene sheeting on ceiling surfaces not specified for abatement. 6-mil polyethylene sheeting covering the floors shall extend a minimum twelve inches (12") up all walls (including those being removed) and be sealed in place with spray adhesive and a continuous line of duct tape, creating a "bowl effect" to capture the maximum amount of debris and water possible.

2. Where feasible, a viewing window must be included in the wall for each 260 feet or a fraction of that distance allowing at least 51% of the abatement work area to be clearly visible. At least one viewing window must be included in the wall, unless the licensed asbestos consultant specifies that a viewing window is not feasible. The window must be constructed of transparent, shatter-resistant panel, acrylic glass or comparable, which measures approximately 18"x18". The window must be a reasonable height for viewing.

3. Each work area shall include negative pressure, and a three-chambered wet decontamination system as described in Section 3.4.

4. Install HEPA filtration units in a number sufficient to provide negative pressure of at least 0.02 column inches of differential between the containment and the area outside the containment and to produce a minimum of four complete air changes per hour within the containment. Where technically feasible, exhaust negative pressure ventilation system to the outside of the building.

5. Install a minimum of one 'backup' HEPA filtration unit for immediate activation in the event of unit failure of loss of negative pressure.

3.5.2 Exterior Work Areas

Category II nonfriable ACM (e.g., door caulk and cement panel soffits) will be abated in a series of Work Areas demarcated by barrier tape, warning signs, and one layer of 6-mil polyethylene sheeting on the ground beneath the Work Areas.

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state and federal regulations.

3.6 Glovebag Methods

The **CONTRACTOR** is authorized to remove thermal system insulation using glovebag methods in a series of regulated areas.

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state, and federal regulations.

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3.6.1 Regulated Area Preparation (Crawlspace)

The **CONTRACTOR** will remove, clean, and decontaminate (clean-up) asbestos debris in the areas expected to be traversed during ingress/egress to the crawlspace work area(s) proposed for plumbing renovation work. The pathway will be eight (8) feet wide and traverse the length of the area(s) where the plumbing contractors will pass through. The clean-up will consist of the removal of all asbestos debris, associated top three (3) inches of loose soil and any other associated material. The workers will wear two (2) disposable suits and proper respiratory protection during clean-up. An equipment room/area for decontamination will be located adjacent to the crawlspace access where egress and ingress occurs. Static area air sampling will be conducted in the crawlspace area during the asbestos debris clean-up. Once the clean-up is completed and the area passes a visual inspection and is encapsulated a drop cloth will be placed on the ground the length of the cleaned area clearly demarcating the clean-up area.

Damaged asbestos-containing thermal system insulation that is not being removed from the crawlspace and is expected to be traversed during ingress/egress to the crawlspace work area located in the areas proposed for plumbing renovation will be wrapped in two (2) layers of minimum 6-mil polyethylene sheeting and sealed to using duct tape placed at each end to create a "make-safe" area that can be accessed by the on-site plumbing contractor.

Promptly transfer ACM waste into disposal containers. Do not allow ACM waste to accumulate in the Work Area or impede transit from the Work Area to the Equipment Room.

3.6.2 Preparation and Attachment of Glovebag(s)

Wrap duct tape around the insulation where the shoulders of the glovebag will be attached. Place the necessary tools in the pouch of the glovebag. Include, at a minimum, the following:

- Utility knife (with retractable blade)
- Putty knife
- Screwdriver
- Scrub brush
- Wire cutters or tin snips
- Rags

Slit the glovebag as necessary to fit it over the pipe and insulation specified for removal. Attach the glovebag to the previously applied duct tape at the shoulders. Fold the top edge of the bag between shoulders over on itself approximately 1", then staple shut at 2" intervals. Fold the top edge again and tape the folded edge to the bag with duct tape. Seal all joints with duct tape.

Prepare the opening for the spray wand. If the manufactured location is not accessible, reinforce the bag with duct tape where the slit is to be made. Slit must be covered with rubber septum-like material that will seal after the wand is removed.

Perform a leak test of the glovebag and monitor for leaks particularly at seams, joints, corners and arms. Seal leaks with duct tape.

3.6.3 Insulation Removal

A minimum crew size of two workers is required for glovebag operations. One crew member performs the actual removal with "hands in the gloves"; the second continuously directs the spray wand at the work.

Working inside the glove bag, wet the covering of the insulation, keeping it adequately wet throughout the entire operation.

- Remove any retaining wires or bands the cutters/snips.
- Remove the outer covering of the insulation.
- Remove the insulation. If possible, remove insulation sections as they were installed, minimizing physical disturbance of the insulation matrix. If necessary, use the tools to cut out sections and remove.
- Remove any insulation residue from the pipe.
- Clean the pipe with the scrub brush, continuously rinsing while scraping.
- Rinse tools and place into tool pouch.

3.6.4 Mirror Removal

The CONTRACTOR will employ engineering controls as necessary to prevent generation of visible emissions (e.g., airborne dust or liquid effluent). Use of mechanical methods or power tools (e.g., grinders) or other means that render the ACM friable is prohibited.

- Prior to removal, the mirror will be covered with tape, plastic sheeting, or equivalent to protect the workers in the event of accidental breakage of the mirror. Prior to commencing removal, the CONTRACTOR will adequately spray the ACM with water. The CONTRACTOR will continue to spray the work area with water as necessary throughout the abatement process. The CONTRACTOR will ensure that the ACM remains adequately wet throughout the removal process and take care to prevent excess liquid runoff.

3.6.5 Clean-up & Bag Removal

- Clean the pipe with the scrub brush, continuously rinsing with spray wand while scraping.
- Rinse and wipe any insulation residue from the pipe using the spray wand.
- Rinse tools and place into tool pouch.
- Rinse and wipe the inside of the glovebag using the spray wand.

- After passing visual inspection by **CONSULTANT'S** on-site representative, encapsulate the clean surfaces.
- Remove the bag in a controlled manner to prevent contaminating the regulated area.
- Seal the glovebag.

3.7 Disposal

Prepare a closed-top transport trailer or disposal container by covering all internal surfaces with a minimum two layers of minimum 6-mil polyethylene sheeting secured in place with spray-glue and duct tape. Seams in polyethylene sheeting shall overlap a minimum of six (6) inches. No seams shall be located at wall-to-wall, wall-to-ceiling, or wall-to-floor corners.

6-mil polyethylene sheeting covering the floors shall extend a minimum twelve (12) inches up all walls and be sealed in place with spray adhesive and a continuous line of duct tape, creating a "bowl effect" to capture the maximum amount of debris and water possible in the event of a ruptured disposal bag(s).

Install asbestos warning tape on all exterior walls of the transport trailer or disposal container. Install asbestos warning signs on both interior and exterior sides of the transport trailer or disposal container door in accordance with 29 CFR 1910.1200(f), the OSHA Hazard Communication Standard.

Following removal, double-bag and label ACM waste in accordance with applicable TAHPR and OSHA guidelines. Affix preprinted generator labels to each bag or wrapped component prior to placing in the prepared transport trailer or disposal container.

The use of bladder bags, onion bags or any other disposal container deemed unconventional by the CONSULTANT is prohibited.

All waste bags or wrapped components will be labeled in accordance with 29 CFR 1910.1200(f), the OSHA Hazard Communication Standard, and will contain the following information at a minimum:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

During active waste load-out, the area between the Waste Load-Out and transport trailer or disposal container shall be covered with a dropcloth of minimum 6-mil polyethylene sheeting and cordoned off with asbestos warning tape.

A TDSHS licensed Asbestos Transporter will transport ACM waste to an approved landfill as identified on the Demolition/Renovation Notification Form.

CONTRACTOR will provide **OWNER** verification of disposal at the approved landfill via the Uniform Hazardous Waste Manifest signed by the landfill.

3.8 Clearance

3.8.1 Visual Inspection

The **CONSULTANT'S** delegated representative and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of the Work Area. All surfaces will be inspected for visual evidence of residual ACM or ACM debris. Based on the results of the inspection, the **CONTRACTOR** will perform additional removal/cleaning or proceed with encapsulation as authorized by the **CONSULTANT'S** delegated representative. The **CONTRACTOR** shall not apply encapsulant until noted deficiencies or discrepancies have been corrected to the **CONSULTANT'S** delegated representative's satisfaction.

3.8.2 Air Clearance Testing – Full Negative Pressure Containments

HEPA air filtration units shall remain operational until clearance air sampling and analysis are complete. A minimum of eight complete air changes will occur within any containment or negative pressure enclosure prior to collection of clearance air samples.

For containments or negative pressure enclosures in which less than 160 square feet and/or 260 linear feet of nonfriable asbestos-containing materials are disturbed, clearance testing will be performed using analysis by Phase Contrast Microscopy (PCM) as determined by the Asbestos Consultant discretion. **A minimum of five samples will be collected inside the work area.** The PCM analysis will be performed in accordance with the most current NIOSH 7400 Method and A Counting Rule for the determination of final clearance. The release criteria for PCM analysis is when all PCM clearances are determined to be below 0.01 fibers per cubic centimeter of air. If the PCM results fail to meet the release criteria, the decontamination is incomplete and recleaning per the specification is required.

For containments or negative pressure enclosures in which more than 160 square feet and/or 260 linear feet of friable and/or nonfriable asbestos-containing materials are disturbed, the clearance testing will be performed using analysis by Transmission Electron Microscopy (TEM) in accordance with the Asbestos Hazard Response Act (AHERA), 40 CFR 763. Air clearance samples will be collected using aggressive sampling techniques as described in Appendix A to Subpart E of 40 CFR 763. Equipment used in aggressive sampling such as a leaf blower and/or fan should be properly cleaned and decontaminated before use. Air filtration units shall remain on during the clearance air-monitoring period. Floors, ceiling and walls shall be swept with the exhaust of a leaf blower prior to air clearance sample collection. Stationary fans will be placed in locations which will not interfere with air monitoring equipment. Fan airflow will be directed toward the ceiling. One fan shall be used for each 10,000 cubic feet of worksite.

The release criteria for TEM analysis is complete if TEM analysis of all air samples yields asbestos concentrations below 70 structures per millimeter squared (s/mm^2). If analysis of any sample yields asbestos concentrations equal to or above 70 s/mm^2, the decontamination will be considered incomplete and recleaning per the specification is required.

In the event of failed final air clearance testing, **CONSULTANT** labor fees for reinspection and resampling and laboratory analytical charges to additional sample sets will be the responsibility of the **CONTRACTOR**.

3.8.3 Air Clearance Testing – Exterior Work Areas

HEPA air filtration units shall remain operational until clearance air sampling and analysis are complete, if applicable.

The **CONSULTANT** shall perform static air clearance sampling in regulated work areas in accordance with the TAHPR. The **CONSULTANT** shall collect clearance samples during the removal activities.

The **CONSULTANT** shall collect a minimum of one (1) sample inside the/each regulated area(s) and a minimum of two (2) samples outside the/each regulated area(s). The minimum sample volume is 500 liters (L) of air.

The **CONSULTANT** will perform PCM analysis of clearance air samples in accordance with the most current NIOSH 7400 Method and A Counting Rule. The release criterion for PCM analysis is complete when the fiber concentration for all PCM clearance samples is determined below 0.01 fibers per cubic centimeter (f/cc) of air. If PCM analytical results fail to meet this release criteria, the decontamination is deemed incomplete; recleaning and retesting of the Work Area are required.

4.0 CONTRACTOR SUBMITTALS

Submittals required for proper execution include, but are not limited to, the following:

Pre-Construction Submittals (submitted to **CONSULTANT** at submission of bid):
Regulatory Notification Information
Plan of Action
Fire Action Plan
Emergency Phone List
Project Schedule
Copy of Written Respirator Program which conforms to 29 CFR 1910.134(b)
OSHA Safety and Data Sheets (Product Handling)
Negative Initial Exposure Assessment

Construction Submittals (submitted to **CONSULTANT** before start of work on-site)
TDSHS Licenses: Contractor, Contractor Supervisor, Waste Transporter(s)
Roster of Workers
TDSHS Certificates: Workers
Current Refresher Training: all personnel
Current Physical Examination: all personnel
Current Respiratory Fit Test Certificate: all personnel provided respirators Personal Air Monitoring Lab Results

Project Closeout (submitted to **CONSULTANT**)
Contractor Supervisor's Daily Log
Certificate of Completion (if required)
Releases, Occupancy Permits (if applicable)
Personal Air Monitoring Lab Results
Copies of Waste Disposal Manifest(s)

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RESUBMISSION

The **CONTRACTOR** shall revise and resubmit submittals as required by **CONSULTANT'S** review. Indicate any changes made other than those requested by **CONSULTANT**.

CONTRACTOR'S RESPONSIBILITIES

Illegible submittals will be rejected and returned for re-submittal.

Schedule submittals according to general flow of Work and to allow for adequate and timely review of submittals by **CONSULTANT**.

Review submittals prior to submission and submit to **CONSULTANT** in accordance with provisions herein.

Verify field measurements, construction criteria, catalog numbers and similar data.

Coordinate submittals with requirements of Work and Contract Documents.

CONTRACTOR'S responsibility for errors or omissions is not relieved by **CONSULTANT's** review.

CONTRACTOR'S responsibility for deviations from requirements of Contract Documents is not relieved by **CONSULTANT'S** review unless **CONSULTANT** is notified of deviations in writing at time of submittal and gives written review of specific deviations.
Do not begin work which requires submittals until reviewed submittals have been reviewed and approved by **CONSULTANT**.

If required, reproduce and distribute copies after **CONSULTANT'S** review.

CONSULTANT'S RESPONSIBILITIES

The **CONSULTANT'S** inspections do not relieve the **CONTRACTOR** of Contract obligations and are not designed to locate all project discrepancies. The **CONTRACTOR** is responsible for project quality.

Review submittals within two working days or indicate in writing reasons for reviews which require additional time.

Review for conformance with design concept of project and information given in Contract Documents.

Indicate results of review and return submittals to **CONTRACTOR** for distribution.

CONSULTANT is not responsible for verification of field measurements, construction criteria, catalog numbers and other similar data.

Review of separate items does not constitute review of an assembly in which items function.

5.0 CONSTRUCTION NOTES

The **CONTRACTOR** is solely responsible for and shall file and manage the Demolition/Renovation Notification Form to TDSHS. The **CONTRACTOR** shall provide proper written notification (and revisions or amendments, as required) to the appropriate regulatory agencies on the agencies' designated form. The Notification form shall be complete and accurate and contain a statement indicating the Scope of Work and accurate quantities of ACM specified for removal. On Notification form, **OWNER** shall be listed as stated on front cover.

The **CONTRACTOR** is responsible for the accuracy and timelines of the notification. The execution of a Contract/Work Order for this project by the **OWNER** shall constitute written authorization for the **CONTRACTOR** to complete and sign the Notification on the **OWNER'S** behalf. Unless other written arrangements are made, the **OWNER** shall be responsible for payment of notification fees incurred with Demolition/Renovation Notification Form.

The **CONTRACTOR** will be responsible for routing water and electricity to the work areas. Water and electrical services are present on the site.

The **CONTRACTOR** is to be current and in good standing on all asbestos abatement notification fees. The **OWNER** reserves the right to verify **CONTRACTOR'S** standing.

The **CONTRACTOR** shall maintain all records required by TDSHS Texas Asbestos Health Protection Rules Section 296.291 Recordkeeping

CONTRACTOR parking and disposal dumpster areas will be as designated by the **OWNER**. The **CONTRACTOR** will keep work and parking areas clean.

Prior to any asbestos abatement activities, the **CONTRACTOR** will provide a licensed electrician to provide power lock-out and tag-out of all circuits to be affected by the asbestos abatement activities. Lock-out/Tag-out must meet OSHA 1910.147 requirements. All electrical circuits in the regulated and/or contained area shall have ground-fault interrupter (GFCI) units installed.

Exhaust negative pressure ventilation system to the outside of the building. If negative pressure ventilation cannot be exhausted outside of the building, then the **CONTRACTOR** shall exhaust into a HEPA-filter box. The filter box shall not be erected inside the containment area but inside the **CONTRACTOR'S** work area.

The **CONTRACTOR** shall be responsible for installing hard barriers in any window openings utilized for exhaust of negative pressure and shall ensure that the building can be secured between work periods. If necessary, a hard barrier decontamination unit shall be constructed at the site to ensure building security.

The **CONTRACTOR** shall arrange the use of on-site toilet facilities with the **OWNER** or provide temporary self-contained toilet units for use by **CONTRACTOR'S** and **CONSULTANT'S** personnel throughout the duration of abatement activities.

The **CONTRACTOR** shall install one fire extinguisher in the work area for each 1,000 square feet of work area or fraction thereof. Additional fire extinguishers shall be installed in the Equipment Room and Clean Room of the decontamination unit.

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The **CONTRACTOR** shall conduct a safety meeting for **CONTRACTOR'S** employees with emphasis on operation of fire extinguishers and emergency exits in case of fire.

CONTRACTOR shall have posted emergency phone numbers for the fire department and police.

CONTRACTOR shall store a minimum of volatile substances on the job site and in fire resistant containers only.

6.0 PRODUCTS

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material.

Disposal Bags: Provide as a minimum, individual, 6-mil thick, leak-tight, manufactured polyethylene bags.

Disposal Bag Labels: Provide labels with **OWNER'S** name, **CONTRACTOR'S** name, project site address and the following warnings and labels, in accordance with regulatory requirements. Labels shall be lettered with indelible ink.

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances Final Rule:

RQ HAZARDOUS
SUBSTANCE,
CLASS 9,
NA 2212, PG III
(ASBESTOS)

Polyethylene Wrap: Provide minimum 6-mil polyethylene sheeting as a wrapping for large sections of rigid waste material and for construction of floors and critical barriers in the containment areas. Provide minimum 4-mil polyethylene sheeting for construction of walls of the containment.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of ACM. Utilize an encapsulant that will meet or exceed the results produced by use of Amended Water, as described above.

7.0 AIR MONITORING SERVICES

The **CONSULTANT** shall verify that the Work performed complies with applicable regulations and that the building areas beyond the Work Area and the outside environment remain free of contamination. This section also sets forth airborne fiber levels both inside and outside the Work Area as permissible exposure limits (PELs), and describes the action required by the **CONTRACTOR** if a permissible exposure limit is met or exceeded.

7.1 Air Monitoring

The **CONSULTANT** will conduct air monitoring throughout the course of the project. The **CONSULTANT** will perform field analysis of the air samples. At the **CONSULTANT'S** option, a microscope and field laboratory will be set up at the jobsite in order that verbal reports of air monitoring may be obtained promptly after collection and analysis.

The **CONSULTANT'S** reports to the **OWNER** will include air monitoring data and pertinent information on work being conducted such as: work hours, number of workers, procedures used, **CONTRACTOR** discrepancies and corrective measures, containment methods and construction, and amount of ACM removed.

7.1.1 Work Area Isolation

The **CONSULTANT** will monitor airborne fiber counts outside the Work Area. The purpose of this air monitoring will be to detect faults in the Work Area isolation including, but not limited to, contamination of the building outside of the Work Area with airborne asbestos fibers, failure of filtration or rupture in the ventilation system, or contamination of the exterior of the building with airborne asbestos fibers.

Should any of the above occur, the **CONTRACTOR** shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the **CONSULTANT**.

The **CONSULTANT** will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the integrity of Work Area isolation procedures that protect the balance of the building or outside of the building from contamination by airborne fibers.

7.1.2 Inside Work Area

Maintain an average airborne count in the Work Area of less than 0.1 fibers per cubic centimeter (f/cc) of air. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any Work shift or 8-hour period exceeds 0.1 f/cc, stop work, and leave ventilation system in operation. Do not recommence work until authorized by the **CONSULTANT**.

7.1.3 Outside Work Area

Maintain an average airborne count outside the Work Area of less than the Permissible Exposure Limit (PEL) of 0.1 f/cc of air.

If any air sample taken outside the Work Area exceeds the PEL, immediately stop work until the source of the elevated fiber readings can be determined by the **CONSULTANT**. Immediately take corrective as instructed by the **CONSULTANT**.

Decontaminate the affected area in accordance industry standard methods.

7.2 Analytical Methods

The following method will be utilized by the **CONSULTANT** in collecting and analyzing air samples: Phase Contrast Microscopy (NIOSH 7400 Method, Issue 2, Revision 3, or OSHA Reference Method.

7.3 Sample Protocols

The number and volume of air samples taken by the **CONSULTANT** will be in general accordance with the following schedule. Sample quantities, locations, volumes, and methodologies may vary depending upon the analytical method, project layout, procedures used and at the discretion of the **CONSULTANT**.

7.3.1 Schedule of Air Samples

The **CONSULTANT** will generally take the following samples, as applicable. The number of samples may vary according to site plan and on authorization of **CONSULTANT**. The following schedule is for full negative pressure containments and regulated areas:

Location Sampled	Minimum # of Samples	Minimum Sample Volume	Analytical Method
Baseline Samples			
Each Work Area	3	1,250 Liters (L)	PCM
Daily Samples			
Each Interior Work Area	1	500 L	PCM
Outside Each Interior Work Area/Inside Building	1	500 L	PCM
Decontamination Unit Clean Room	1	500 L	PCM

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Location Sampled	Minimum # of Samples	Minimum Sample Volume	Analytical Method
Output of Negative Pressure Ventilation System	1	500 L	PCM
Each Exterior Work Area	1	500 L	PCM
Clearance Samples			
Each Interior Work Area	5 See Section 3.8.2	1,250 L	PCM/TEM
Each Exterior Work Area	3 See Section 23.8.3	500 L	PCM

8.0 CONSULTANT'S INSPECTIONS

The **CONSULTANT**, in addition to providing air monitoring services, will provide full-time, on-site inspection of work activities. Work shall not proceed without prior notice to the **CONSULTANT** and presence of the **CONSULTANT** on the work site (requires 48 hours advance notice of work).

The **CONSULTANT** will conduct the following key Project inspections and no work by the **CONTRACTOR** will proceed beyond these points until all discrepancies noted during the inspection have been corrected. The **CONSULTANT'S** inspections do not relieve the **CONTRACTOR** of Contract obligations and are not designed to locate all project discrepancies. The **CONTRACTOR** is responsible for project quality.

The following inspections are not necessarily single events. Failed inspections will be repeated, and time classified as retests and charged back to the **CONTRACTOR** in accordance with the project documents. Inspections will require 24 hours advance notice to the **CONSULTANT**.

8.1 Inspection of Work Area Prior to Start of Abatement

Removal operations shall not proceed until the **CONSULTANT** has completed inspection of the Work Area preparations and until all discrepancies noted have been corrected.

8.2 Second Key Inspection

Abatement or other regulated activities work shall not be conducted unless the **CONSULTANT** is on the project site. The **CONSULTANT** shall conduct daily inspection of the Work Area and work practices; upon discovery and report of a discrepancy the **CONTRACTOR** shall immediately stop work and correct the discrepancy.

8.3 Third Key Inspection

At the completion of abatement but prior to application of encapsulant, the **CONSULTANT** and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of the Work Area and removal surfaces. Neither encapsulation nor Work Area disassembly shall proceed until discrepancies noted have been corrected.

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8.4 Fourth Key Inspection

After encapsulation and final clean-up of the Work Area, but prior to removal of Critical Barriers, the **CONSULTANT** will conduct a visual inspection. Neither clearance testing nor Work Area disassembly shall proceed until discrepancies noted have been corrected.

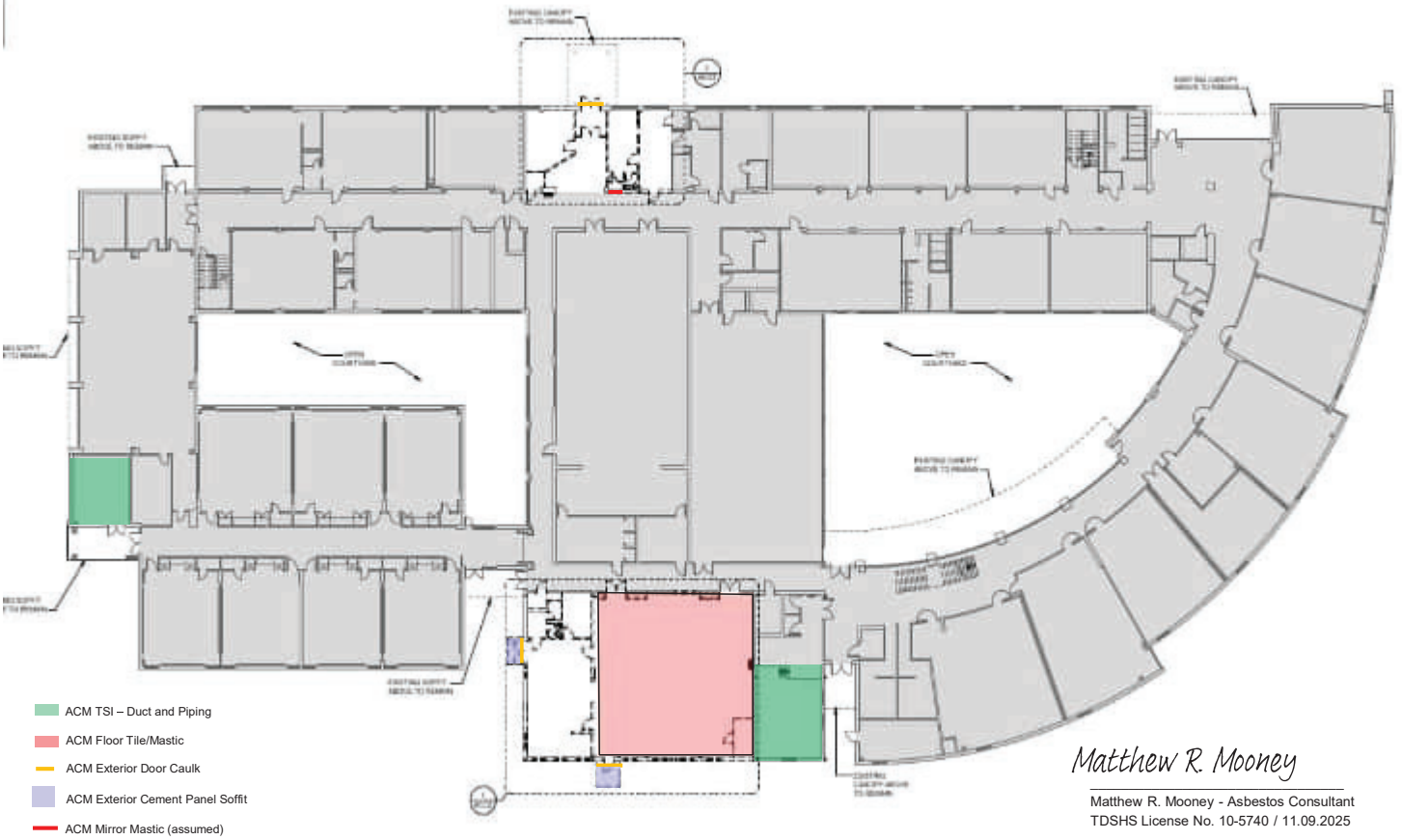
8.5 Final Key Inspection

After the **CONTRACTOR** has removed all barrier tape, drop-cloths, equipment, and supplies, the **CONSULTANT** and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of all areas impacted by the **CONTRACTOR'S** operations. The **CONSULTANT** will provide a project "Punch List" of any items requiring correction or completion to the **CONTRACTOR'S** on-site supervisor. Punch List items shall be completed prior to **CONTRACTOR** demobilization or final departure from the project site.

9.0 PERSONAL MONITORING

The **CONTRACTOR** shall perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) and excursion limit fiber counts for types of respiratory protection provided. The **OWNER** will not be providing air monitoring services to meet these OSHA requirements. Note: Results of Personal Monitoring shall be submitted to the **CONSULTANT** within 72-hours of the time samples are obtained. A listing of all personal monitoring results obtained during the project shall be submitted to the **CONSULTANT** with the **CONTRACTOR** closeout submittals.

APPENDIX A
ACM MATERIAL LOCATION DRAWING



ACM TSI – Duct and Piping
ACM Floor Tile/Mastic
ACM Exterior Door Caulk
ACM Exterior Cement Panel Soffit
ACM Mirror Mastic (assumed)

Matthew R. Mooney

Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	MRM
Drawn by:	MRM
Checked by:	TDK
Approved by:	TDK

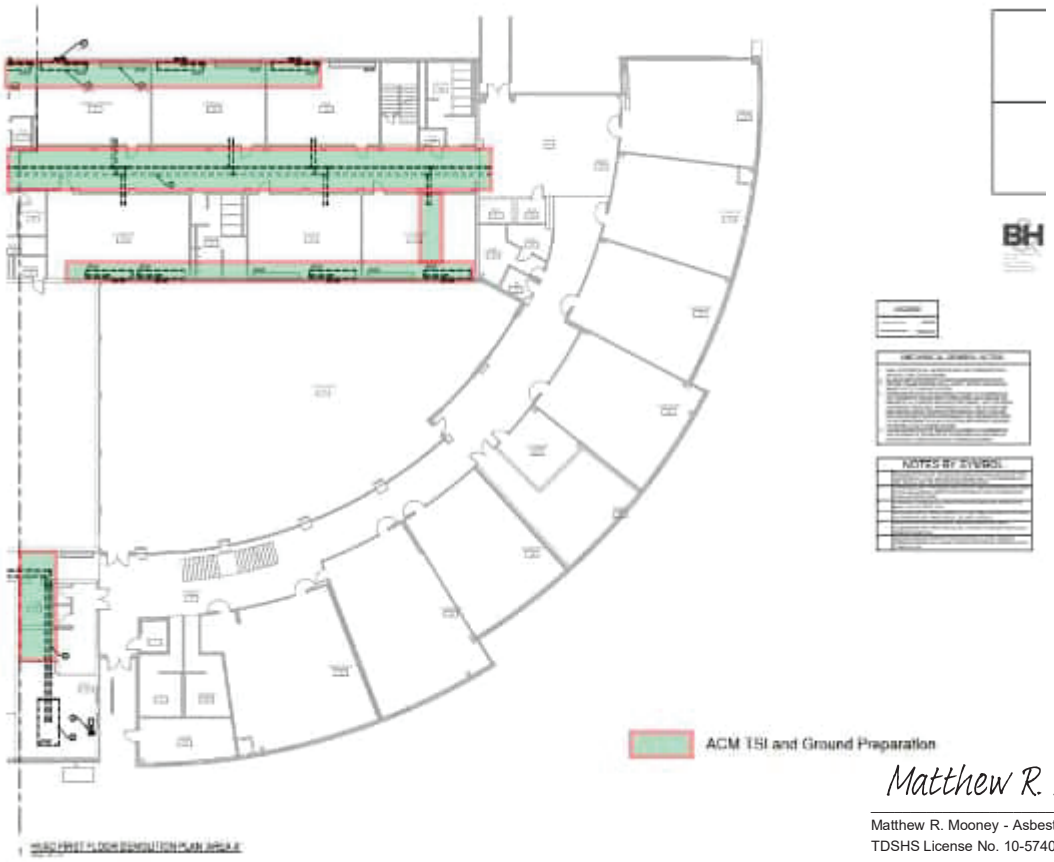
Project No.	94237073
Scale:	N.T.S.
File Name:	
Date:	02/24/25

Terracon
Explore with us
8901 John W. Carpenter Freeway Dallas, Texas 75247
PH. (214) 630-1010 FAX. (214) 630-7070

ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit
1



Matthew R. Mooney

Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	MRM
Drawn by:	MRM
Checked by:	TDK
Approved by:	TDK

Project No.	94237073
Scale:	N.T.S.
File Name:	
Date:	02/24/25

Terracon
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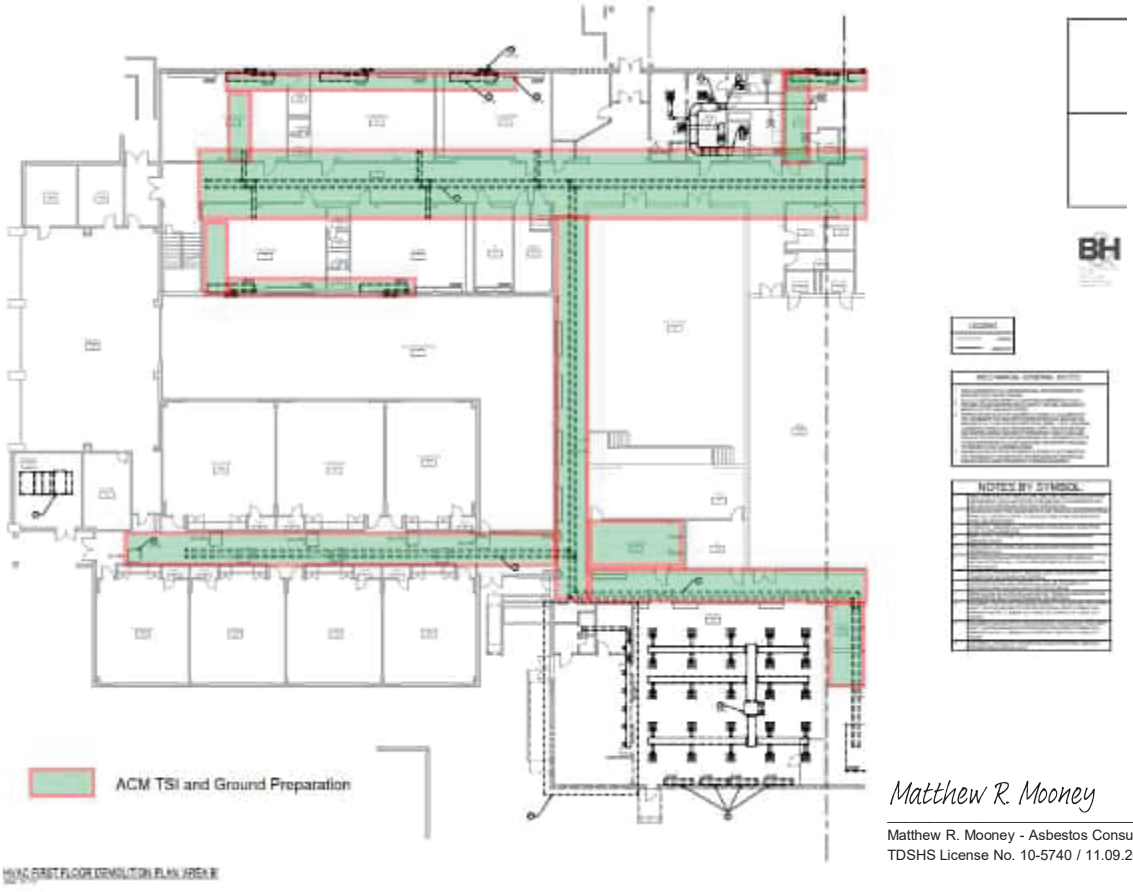
ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit 2



Matthew R. Mooney

Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	MRM
Drawn by:	MRM
Checked by:	TDK
Approved by:	TDK

Project No.	94237073
Scale:	N.T.S.
File Name:	
Date:	02/24/25

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ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit 3

Matthew R. Mooney

Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager: MRM	Project No. 94237073
Drawn by: MRM	Scale: N.T.S.
Checked by: TDK	File Name:
Approved by: TDK	Date: 02/24/25

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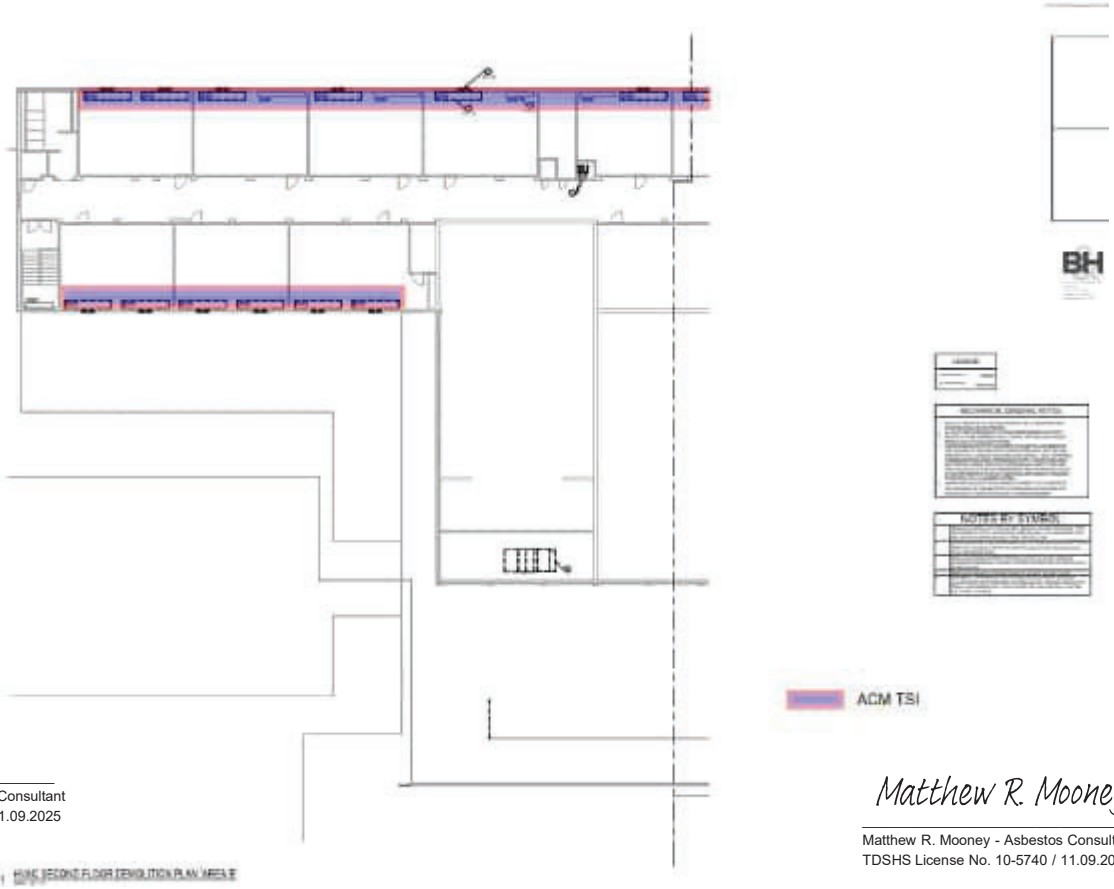
ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit 4



Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

Matthew R. Mooney

Matthew R. Mooney - Asbestos Consultant
TDSHS License No. 10-5740 / 11.09.2025

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	MRM
Drawn by:	MRM
Checked by:	TDK
Approved by:	TDK

Project No.	94237073
Scale:	N.T.S.
File Name:	
Date:	02/24/25

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ACM MATERIAL LOCATION DRAWING

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas

Exhibit
5

APPENDIX B
ASBESTOS SURVEY REPORT

Path-of-Construction Asbestos Survey Report

W.A. Blair Elementary School

7720 Gayglen Drive

Dallas, Texas

Terracon Project No. 94237073

November 12, 2023

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Materials

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Terracon.com

December 8, 2023

Dallas Independent School District (DISD)
9400 North Central Expressway, Suite 800
Dallas, TX 75231

Attn: Mr. Chris Leija, AIA, NCARB, Program Manager
P: (214) 223-2420
E: C101272@dallasisd.org

RE: Path-of-Construction Asbestos Survey Report
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Mr. Leija:

The purpose of this report is to present the results of a path-of-construction asbestos survey in the proposed renovations areas at the W.A. Blair Elementary School located at 7720 Gayglen Drive in Dallas, Texas. Terracon Consultants, Inc. (Terracon) performed this survey on July 26-27 and September 20, 2023 in accordance with the Professional Services Contract between DISD and Terracon dated February 1, 2023 and Purchase Order No. 915514 dated April 13, 2023.

Terracon appreciates the opportunity to partner with Dallas ISD. If you have any questions regarding this report, please contact the undersigned at (214) 630-1010.

Sincerely,
Terracon Consultants, Inc.

Rick Klenke, AIC
Environmental Department Manager
TDSHS License No. 10-5439

Roger Beahm Jr., REM, AIC
Principal
Department Manager
TDSHS License No. 10-5675

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APPENDIX B ASBESTOS SURVEY SAMPLE SUMMARY
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APPENDIX D SITE PHOTOGRAPHS
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APPENDIX F DISD AHERA THREE-YEAR REINSPECTION REPORT
APPENDIX G LICENSES & CERTIFICATIONS

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EXECUTIVE SUMMARY

Terracon Consultants, Inc. (Terracon) conducted a path-of-construction asbestos survey in the proposed renovation areas at the W.A. Blair Elementary located at 7720 Gayglen Drive, Dallas, Texas. Terracon mobilized a team of Texas Department of State Health Services (TDSHS) licensed asbestos inspectors to conduct the survey on July 26-27 and September 20, 2023.

The objective of the survey was to identify the presence and location of accessible friable and nonfriable asbestos-containing material (ACM) present in the areas scheduled to be impacted by the proposed renovations. The scope of the renovation is identified in the client-provided construction drawings in Appendix D.

The Texas Asbestos Health Protection Rules (TAHPR) and EPA regulation 40 CFR 61, Subpart M, The National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that an asbestos survey be performed prior to renovation or demolition activities.

Terracon collected 134 bulk samples from 44 homogeneous areas of suspect ACM observed. Laboratory analysis identified asbestos in the following materials:

- 12" x 12" Brown floor tile (brown) with mastic (black)
- 12" X 12" White floor tile with mastic (yellow/black)
- 4" X 4" Brown ceramic tile/grout mortar
- 6" X 6" White ceramic tile/grout mortar
- CMU, White Wall
- 1" X 1" Ceramic tile/grout/mortar
- Exterior door caulk
- Exterior cement panel soffit
- White mastic on pipe insulation
- Black pipe insulation

In addition, an AHERA Three-Year Reinspection report dated October 28, 2022 was provided by Mr. Gregory Shortes of DISD. The following materials were previously identified to contain asbestos:

- 12" X 12" Floor tile w/ mastic
- Mastic only
- Cove base w/ mastic
- Crawlspace/TSI
- Mechanical Room/TSI
- Miscellaneous Risers/TSI
- Mechanical Room Elbows and Fittings
- Residual sprayed-on ceiling material
- Ceiling tile adhesive

- 2’ X 2’ Drop ceiling tile
- Insulated roofing material in GYM
- Joint Compound on sheetrock
- Grout under ceramic tile

The identified ACM were assessed to be nonfriable and in good condition on the day of the survey. Terracon understands the building surveyed is scheduled for renovation. Therefore, the identified asbestos-containing materials must be abated prior to renovation activities if those activities will potentially disturb the identified asbestos-containing materials.

Brown mastic behind brown mastic beneath 4” X 4” brown ceramic tile/grout/mortar, mortar behind 6” X 6” white ceramic tile/grout, filler texture on CMU, white wall and mortar beneath 1” X 1” ceramic tile/grout (mosaic tan) was determined to contain <1% Chrysotile asbestos by PLM visual estimation. Based on the initial analysis, each of those samples were submitted for point count analysis by PLM and confirmed to contain <1% Chrysotile asbestos. Therefore, based on the point count analysis these materials do not meet the regulatory definition of ACM by TAHPR.

The materials identified to be less than or equal to 1% asbestos may be removed by the general contractor; however, the removal will be subject to applicable OSHA regulations.

Terracon observed a mirror in the office restroom that appeared to be affixed with adhesive mastic but was unable to access this mastic without forcibly removing the mirror panels, potentially damaging the panels and creating a safety hazard for building occupants. Pending sampling and laboratory analysis to rebut the presence of asbestos, this mastic must be assumed ACM.

Terracon assessed multiple areas above the drywall walls and ceilings and lay-in ceiling tile systems, where possible, but did not observe additional suspect materials. Access and visibility to areas above the ceiling systems and inside walls were limited due to the installed materials and utility systems; therefore, the potential exists for additional suspect ACM to be present in these inaccessible areas.

Terracon lifted floor coverings in several areas in the building but did not observe additional floor coverings/layers except; as Terracon could not assess beneath all floor coverings in all areas, there may be isolated areas of additional suspect material present beneath existing covering.

Terracon observed additional suspect materials present within the renovation areas which were not scheduled to be impacted by the renovations; therefore, those materials were not included in the scope of this survey. If the scope of the renovation expands to include additional materials than are identified in Appendix A, these materials must be assumed ACM, pending sampling and laboratory analysis to rebut the presence of asbestos.

If scheduled to be impacted, the TAHPR requires identified or assumed ACM be removed by a TDSHS licensed asbestos abatement contractor in accordance with a project design prepared by a TDSHS licensed asbestos consultant prior to demolition of the structure. In addition, a TDSHS licensed asbestos consultant agency must perform third party air monitoring during the abatement activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation or demolition projects which include the disturbance of any RACM in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities. These activities must be performed in accordance with the current TDSHS, EPA, and OSHA guidelines.

OSHA 29 CFR 1926.1101 regulates workplace exposure to asbestos, classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions employers must follow when engaging in each class of regulated work. The OSHA standard also requires employee exposure to airborne asbestos fibers be maintained below the PEL of 0.1 f/cc of air as an 8-hour TWA.

PATH-OF-CONSTRUCTION ASBESTOS SURVEY REPORT

W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073
December 8, 2023

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted a path-of-construction asbestos survey in the proposed renovation areas at the W.A. Blair Elementary School located at 7720 Gayglen Avenue in Dallas, Texas. Terracon mobilized a team of Texas Department of State Health Services (TDSHS) licensed asbestos inspectors to conduct the survey on July 26-27 and September 20, 2023. The survey was conducted in general in accordance with the Professional Services Contract between Dallas ISD and Terracon dated February 1, 2023 and Dallas ISD Purchase Order No. 915514 dated April 13, 2023. Terracon surveyed interior and exterior components scheduled to be impacted by the renovations and visually identified and documented homogeneous areas of suspect asbestos-containing material (ACM).

Surveys were previously conducted in the subject areas proposed for renovation:

- An AHERA Three-Year Reinspection report dated October 28, 2022 (Appendix D), was provided by Mr. Gregory Shortes of DISD.

The Pre-Design (STB) dated April 6, 2023, provided by Ms. Kim Filkins of McKissack and McKissack. Although reasonable effort was made to survey accessible suspect materials, additional suspect but unsampled materials could be in walls, voids or other concealed areas.

1.1 Project Objective

The scope of the renovation was identified in a scope summary document provided by Mr. Chris Leija of McKissack and McKissack in an email dated October 20, 2022 and include Pre-Design drawings (attached in Appendix E) and the following work area descriptions:

- Provide security updates including cameras, card access readers, and door contacts
- Provide secure front vestibule
- Replace exterior waterproofing sealant joints
- Replace fire alarm system
- Replace exterior lights with LED lighting
- Provide exterior lighting controls
- Replace staff parking lot and extend fire lane access drive
- Replace existing paved playground area due to cafeteria/kitchen expansion

- Renovate and expand kitchen
- Mechanical/HVAC improvements including new rooftop units, replacing pumps, steam boiler, condensate pup & piping, and providing controls
- Plumbing improvements include washer/dryer connections, new waste piping and hot water heater
- Install 3M film at vestibule storefront both interior and exterior

The Texas Asbestos Health Protection Rules (TAHPR) and EPA regulation 40 CFR 61, Subpart M, the National Emission Standards for Hazardous Air Pollutants (NESHAP) require that an asbestos survey be performed prior to renovation or demolition activities.

The Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos, classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

2.0 BUILDING DESCRIPTION

Survey Area of Building	Renovation areas on the interior and exterior of the school as outlined in the attached construction drawings.
Structure Type	School.
Total Area	~117,000 square feet (SF).
Exterior Walls	Unfinished brick and metal windows and doors.
Roof	Tar and gravel and modified roofing material
Interior Description	Education building with classrooms, offices, cafeteria, gym, auditorium, hallways, storage rooms, and mechanical rooms.
Interior Walls	Textured drywall, textured plaster, textured concrete masonry unit (CMU) block, and ceramic tiles.
Interior Ceilings	2’ x 2’ lay-in ceiling tile system suspended from the metal deck, textured drywall, and exposed metal deck.
Interior Floors	12” x 12” vinyl floor tile and ceramic tiles.
Inaccessible Areas/Materials	Based on information provided, areas and materials not scheduled to be impacted by the proposed renovations were excluded from the scope of the survey.
Additional Information	Spray-on fireproofing was observed on the metal deck at the time of the survey.

3.0 FIELD ACTIVITIES

Terracon mobilized a TDSHS licensed asbestos Consultants, Mr. Rick Klenke (License No. 10-5439), and a team of TDSHS licensed asbestos inspectors that included Mr. Joshua Small (License No. 60-3614) and Mr. Nathan Reyes (License No. 60-4107), to conduct the asbestos survey. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). Copies of licenses are attached in Appendix G. The following sections present a summary of survey activities.

3.1 Visual Assessment

Our survey activities began with visual observation of the proposed renovation areas to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color, texture and date of application; building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM. The assessment was conducted throughout visually accessible areas of the building.

Terracon observed a mirror in the office restroom that appeared to be affixed with adhesive mastic but was unable to access this mastic without forcibly removing the mirror panels, potentially damaging the panels and creating a safety hazard for building occupants. Pending sampling and laboratory analysis to rebut the presence of asbestos, this mastic must be assumed ACM.

Terracon assessed multiple areas above the drywall walls and ceilings and lay-in ceiling tile systems, where possible, but did not observe additional suspect materials. Access and visibility to areas above the ceiling systems and inside walls were limited due to the installed materials and utility systems; therefore, the potential exists for additional suspect ACM to be present in these inaccessible areas.

Terracon lifted floor coverings in several areas in the building but did not observe additional floor coverings/layers except; as Terracon could not assess beneath all floor coverings in all areas, there may be isolated areas of additional suspect material present beneath existing covering.

Terracon observed additional suspect materials present within the renovation areas which were not scheduled to be impacted by the renovations; therefore, those materials were not included in the scope of this survey. If the scope of the renovation expands to include additional materials than are identified in Appendix A, these materials must be assumed ACM, pending sampling and laboratory analysis to rebut the presence of asbestos.

3.2 Physical Assessment

Terracon conducted a physical assessment of each HA of suspect ACM to assess the friability and condition of the materials. EPA defines a friable material as a material which, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Terracon assessed friability by physically touching suspect ACM.

3.3 Sample Collection

Based on results of the visual observation, Terracon collected random bulk samples from each HA of suspect ACM observed in general accordance with AHERA sampling protocols. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Terracon collected 134 bulk samples from 44 HAs of suspect ACM. Appendix A presents a summary of suspect ACM samples collected.

3.4 Sample Analysis

Terracon delivered suspect ACM samples under proper chain of custody to Cates Laboratories of Dallas, Texas, a National Voluntary Laboratory Accreditation Program accredited (Lab No. 200569-0) and TDSHS licensed (License No. 30-0287) laboratory, for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques per EPA Method 600/R-93/116. The percentage of asbestos where applicable, was determined by microscopic visual estimation. Samples determined by PLM visual estimation to contain asbestos in concentrations <1% were re-submitted for point count analysis by PLM.

4.0 REGULATORY OVERVIEW

Title 25, Part 1, Chapter 296, the TAHPR, regulates asbestos fiber emission and asbestos waste disposal practices for public buildings. The TAHPR also require the identification and classification of existing asbestos-containing building materials prior to demolition or renovation activity. Under TAHPR, asbestos containing building materials are classified as either friable or nonfriable ACM containing 1% or more asbestos. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure.

The TAHPR require that any asbestos-related activity be performed by TDSHS licensed individuals. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance activities, the performance of asbestos surveys, the development of

management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

The TAHPR require abatement in public buildings be performed by a TDSHS licensed asbestos abatement contractor in accordance with a project design prepared by a TDSHS licensed asbestos consultant. In addition, a TDSHS licensed asbestos consultant agency must perform third party air monitoring during the abatement activities.

The TAHPR require that written notification be submitted before beginning renovation projects which include the disturbance of any quantity of ACM in a public or commercial building or facility, and before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

40 CFR Part 61 Subpart M, the asbestos NESHAP, regulates asbestos fiber emission and asbestos waste disposal practices for commercial buildings and facilities. The NESHAP requires the identification and classification of existing asbestos containing building materials prior to demolition or renovation activity. Under NESHAP, building materials containing >1% asbestos are classified as either friable, Category I nonfriable or Category II nonfriable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I nonfriable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products. Category II nonfriable ACM are any nonfriable materials other than those classified as Category I materials.

Friable ACM, Category I and II nonfriable ACM in poor condition, that have become friable, or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The NESHAP requires that written notification be submitted before beginning renovation projects which include the disturbance of greater than 160 square feet, 260 linear feet, or 35 cubic feet of RACM in any building or facility, or before the demolition of any building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

29 CFR 1926.1101, the Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry, regulates workplace exposure to asbestos. The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions employers must follow when engaging in each class of regulated work. The OSHA standard also requires employee exposure to airborne

asbestos fibers be maintained below the Permissible Exposure Limit (PEL) of 0.1 asbestos fibers per cubic centimeter (f/cc) of air as an 8-hour Time Weighted Average (TWA).

5.0 FINDINGS AND RECOMMENDATIONS

Based on the results of the laboratory analysis, asbestos was confirmed in the following materials:

- 12" x 12" Brown floor tile (brown) with mastic (black)
- 12" X 12" White floor tile with mastic (yellow/black)
- 4" X 4" Brown ceramic tile/grout mortar
- 6" X 6" White ceramic tile/grout mortar
- CMU, White Wall
- 1" X 1" Ceramic tile/grout/mortar
- Exterior door caulk
- Exterior cement panel soffit
- White mastic on pipe insulation
- Black pipe insulation

In addition, an AHERA Three-Year Reinspection report dated July 21, 2021 was provided by Mr. Gregory Shortes of DISD. The following materials were previously identified to contain asbestos:

- 12" X 12" Floor tile w/ mastic
- Mastic only
- Cove base w/ mastic
- Crawlspace/TSI
- Mechanical Room/TSI
- Miscellaneous Risers/TSI
- Mechanical Room Elbows and Fittings
- Residual sprayed-on ceiling material
- Ceiling tile adhesive
- 2' X 2' Drop ceiling tile
- Insulated roofing material in GYM
- Joint Compound on sheet rock
- Grout under ceramic tile

The identified ACM were assessed to be nonfriable and in good condition on the day of the survey. Terracon understands the building surveyed is scheduled for renovation. Therefore, the identified asbestos-containing materials must be abated prior to renovation activities if those activities will potentially disturb the identified asbestos-containing materials.

Brown mastic behind brown mastic beneath 4" X 4" brown ceramic tile/grout/mortar, mortar behind 6" X 6" white ceramic tile/grout, filler texture on CMU, white wall and mortar beneath 1" X 1" ceramic tile/grout (mosaic tan) was determined to contain <1% Chrysotile asbestos by PLM visual estimation. Based on the initial analysis, each of those samples were submitted for point count analysis by PLM and confirmed to contain <1% Chrysotile asbestos. Therefore, based on the point count analysis these materials do not meet the regulatory definition of ACM by TAHPR.

The materials identified to be less than or equal to 1% asbestos may be removed by the general contractor; however, the removal will be subject to applicable OSHA regulations.

While the ACM exterior Brown mastic behind brown mastic beneath 4" X 4" brown ceramic tile/grout/mortar, mortar behind 6" X 6" white ceramic tile/grout, filler texture on CMU, white wall and mortar beneath 1" X 1" ceramic tile/grout (mosaic tan)is exempt from the requirement for removal, Terracon recommends these materials be removed by a TDSHS-licensed asbestos abatement contractor in accordance with a project specification prepared by a TDSHS-licensed asbestos consultant prior to demolition. If these ACM are left in-place during renovation, the renovation contractor is not required to be a licensed asbestos abatement contractor but must have a trained competent person as defined by OSHA on site to ensure disturbance of these materials does not cause airborne fiber counts to exceed the OSHA permissible exposure level of 0.1 f/cc of air as an 8-hour TWA.

Terracon observed approximately 6 square feet of ACM exterior door caulk on the day of the survey. The exterior door caulk was classified as Category II nonfriable ACM in good condition at the time of the survey. This material was observed in quantities below the NESHAP regulatory threshold of 160 square feet or 260 linear feet, this material is unlikely to be rendered friable by renovation operations and, therefore, exempt from the NESHAP requirement for abatement prior to renovation of the building.

While the ACM exterior door caulk is exempt from the requirement for ACM removal, Terracon recommends this material be removed by a TDSHS-licensed asbestos abatement contractor in accordance with a project specification prepared by a TDSHS-licensed asbestos consultant prior to renovations. If the ACM exterior door caulk is left in-place during renovation, the contractor is not required to be a licensed asbestos abatement contractor but must have a trained competent person as defined by OSHA on site to ensure disturbance of the material does not cause airborne fiber counts to exceed the OSHA PEL of 0.1 f/cc of air as an 8-hour TWA.

While not required, Terracon further recommends upwind and downwind monitoring during the renovation activities impacting the ACM exterior door caulk to verify that airborne fiber counts are maintained below the OSHA permissible exposure level of 0.1 f/cc as an 8-hour TWA.

The Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an 8-hour time-weighted average (TWA).

The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

Terracon observed a mirror in the office restroom that appeared to be affixed with adhesive mastic but was unable to access this mastic without forcibly removing the mirror panels, potentially damaging the panels and creating a safety hazard for building occupants. Pending sampling and laboratory analysis to rebut the presence of asbestos, this mastic must be assumed ACM.

Terracon assessed multiple areas above the drywall walls and ceilings and lay-in ceiling tile systems, where possible, but did not observe additional suspect materials. Access and visibility to areas above the ceiling systems and inside walls were limited due to the installed materials and utility systems; therefore, the potential exists for additional suspect ACM to be present in these inaccessible areas.

Terracon lifted floor coverings in several areas in the building but did not observe additional floor coverings/layers except; as Terracon could not assess beneath all floor coverings in all areas, there may be isolated areas of additional suspect material present beneath existing covering.

Terracon observed additional suspect materials present within the renovation areas which were not scheduled to be impacted by the renovations; therefore, those materials were not included in the scope of this survey. If the scope of the renovation expands to include additional materials than are identified in Appendix A, these materials must be assumed ACM, pending sampling and laboratory analysis to rebut the presence of asbestos.

If scheduled to be impacted, the TAHPR requires identified or assumed ACM be removed by a TDSHS licensed asbestos abatement contractor in accordance with a project design prepared by a TDSHS licensed asbestos consultant prior to demolition of the structure. In addition, a TDSHS licensed asbestos consultant agency must perform third party air monitoring during the abatement activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation or demolition projects which include the disturbance of any RACM in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to

the commencement of asbestos abatement or demolition activities. These activities must be performed in accordance with the current TDSHS, EPA, and OSHA guidelines.

6.0 GENERAL COMMENTS

Terracon conduced this asbestos survey in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our inspection of the proposed renovation areas at the W.A. Blair Elementary School located at 7720 Gayglen Drive in Dallas, Texas. The information contained in this report is relevant to the dates on which this inspection was performed and should not be relied upon to represent conditions later.

This report has been prepared on behalf of and exclusively for use by Dallas ISD for specific application to their project as discussed. This report is not a bidding document. Contractors, consultants or others reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

APPENDIX A
Confirmed Asbestos Containing Materials
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Sample ID	Material	Location (Area)	Friability	Assessed Condition	Estimated Quantity
Terracon's Asbestos Survey Report (94237073)					
B1, B2, B3	12" x 12" Brown floor tile (brown) with mastic (black)	Original Building - Cafeteria	Category I Nonfriable	Good	1,000 Square Feet
B7, B8, B9	12" X 12" White floor tile with mastic (yellow/black)	Original Building – Cafeteria	Category I Nonfriable	Good	50 Square Feet
B10, B11, B12	4" X 4" Brown ceramic tile/grout mortar	Original Building - Cafeteria	Category II Nonfriable	Good	150 Square Feet
B16, B17, B18	6" X 6" White ceramic tile/grout mortar	Original Building - Cafeteria	Category II Nonfriable	Good	150 Square Feet
B30, B31, B32	CMU, White Wall	Original Building - Cafeteria	Category II Nonfriable	Good	500 Square Feet
B36, B37, B38	1" X 1" Ceramic tile/grout/mortar	Bathroom in Kitchen	Category II Nonfriable	Good	25 Square Feet
B63, B64, B65	Exterior door caulk	Original Building	Category II Nonfriable	Good	6 Square Feet
B75, B76, B77	Exterior cement panel soffit	Original Building	Category II Nonfriable	Good	100 Square Feet
B81, B82, B83	White mastic on pipe insulation	Fire Riser Room – 1st Addition	Category II Nonfriable	Good	150 Linear Feet
B105, B106, B107	Black pipe insulation	Original Building - Crawlspace	Category II Nonfriable	Good	200 Linear Feet

APPENDIX A
Confirmed Asbestos Containing Materials
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Material	Location (Area)	Friability	Assessed Condition	Estimated Quantity
ACM to be impacted by proposed renovation activities identified in DALLAS ISD's AHERA 3-YEAR REINSPECTION				
TSI on duct/pipe	Mechanical Rooms	Category II Nonfriable	Good	Approx. 60 LF
TSI on duct/pipe	Vent in Back of Kitchen	Category II Nonfriable	Good	Approx. 3 LF
Mechanical Room Elbows and Fittings	Mechanical Room	Category II Nonfriable	Good	23 Each

APPENDIX B
ASBESTOS SURVEY SAMPLE SUMMARY
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Sample Number	Material	Material Location	Asbestos Containing
B1, BE2, B3	**12" X 12" Brown floor tile w/ mastic (black)**	**Original Building**	**Yes (mastic)**
B4, B5, B6	12" X 12" White floor tile w/ mastic (yellow)	Original Building	No
B7, B8, B9	**12" X 12" White floor tile w/ mastic (yellow)**	**Original Building Cafeteria**	**Yes (mastic)**
B10, B11, B12*	**4" X 4" brown ceramic tile/grout/mortar**	**Original Building**	**Yes (brown mastic)**
B13, B14, B15	6" X 6" Taupe ceramic tile/grout/mortar	Original Building	No
B16*, B17, B18	**6" X 6" white ceramic tile/grout/mortar**	**Original Building**	**Yes (mortar)**
B19, B20, B21, B22, B23	Plaster wall	Original Building	No
B24, B25, B26	Black cove base/tan glue	Original Building	No
B27, B28, B29	Drywall board system	Original Building	No
B30, B31, B32	**CMU – White wall**	**Original Building**	**Yes (filler/texture)**
B33, B34, B35	Drywall duct system furdown	Original Building Kitchen	No
B36, B37, B38*	**1" X 1" Ceramic tile/grout/mortar (mosaic/tan)**	**Original Building Kitchen Bathroom**	**Yes (mortar)**
B39, B40, B41	2' X 2' Lay-in ceiling tile (pinhole)	Original Building	No
B42, B42, B44	Tan duct mastic under silver tape	Original Building Above Ceiling	No
B45, B46, B47	Drywall board system	2nd Addition	No
B48, B49, B50	Drywall board system	1st Addition	No
B51, B52, B53	2' X 2' Lay-in ceiling tile (pinhole)	2nd Addition	No
B54, B55, B56	2' X 2' Lay-in ceiling tile (pinhole)	1st Addition	No

APPENDIX B
ASBESTOS SURVEY SAMPLE SUMMARY
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Sample Number	Material	Material Location	Asbestos Containing
B57, B58, B59	Exterior red brick/mortar (gray)	Original Building	No
B60, B61, B62	Exterior red brick mortar (gray)	1st Addition	No
B63, B64, B65	**Exterior door caulk**	**Original Building**	**Yes**
B66, B67, B68	Exterior window caulk	Original Building	No
B69, B70, B71	Exterior red brick/mortar (gray)	2nd Addition	No
B72, B73, B74	Exterior expansion joint caulk	1st Addition	No
B75, B76, B77	**Exterior cement panel soffit**	**Original Building**	**Yes**
B78, B79, B80	Exterior plaster soffit	1st Addition	No
B81, B82, B83	**White mastic on pipe insulation**	**1st Addition Fire Riser Room**	**Yes**
B84, B85, B86	Black mastic on silver duct insulation	1st Addition Fire Riser Room	No
B87, B88, B89	TSI associated with expansion	Original Building Boiler Room	No
B90, B91, B92	TSI duct flue insulation	Original Building Boiler Room	No
B93, B94, B95	White mastic on chilled water pipe	Original Building Boiler Room	No
B96, B97, B98	White mastic on steam piping	Original Building Boiler Room	No
B99, B100, B101	Older with blue paint TSI on Steam Piping	Original Building Boiler Room	No
B102, B103, B104	White mastic on pipe insulation	Original Building Crawlspace	No
B105, B106, B107	**Black pipe insulation**	**Original Building Crawlspace**	**Yes**
B108, B109, B110	Tar and gravel roofing material	Roof 1	No
B111, B112, B113	Roof flashing assoc. w/ asphalt curb	Roof 1	No
B114, B115, B116	Tar and gravel roofing material	Roof 2	No
B117, B118, B119	White sealant assoc. w/ HVAC system	Roof 2	No
B120, B121, B122	White caulk assoc. w/ HVAC system	Roof 2	No
B123, B124, B125	Roof flashing assoc. w/ asphalt curb	Roof 2	No
B126, B127, B128	Footer mastic	Roof 2	No

APPENDIX B
ASBESTOS SURVEY SAMPLE SUMMARY
W.A. Blair Elementary School
7720 Gayglen Drive
Dallas, Texas
Terracon Project No. 94237073

Sample Number	Material	Material Location	Asbestos Containing
B129, B130, B131	Modified roofing	Roof 3	No
B132, B133, B134	Roof flashing assoc. w/ asphalt curb	Roof 3	No

*Confirmed by Point Count Analysis to be less than one percent asbestos. Please reference Section 5.0 of this report.

APPENDIX C
ASBESTOS ANALYTICAL LABORATORY REPORT

Explore with us

PLM REPORT SUMMARY

Cates Laboratories
1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Blair Elementary (DISD)
Project (Line 2): 7720 Gayglen Dr., Dallas, TX
Project No: 94237073
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 49275
Report Date: 10/12/2023
Sample Date: 7/26/2023
Version: PC1, R1

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167559	B1	12" X 12" Brown Floor Tile w/Black Mastic - Original Building Area	None Detected - Floor Tile 5% Chrysotile - Black Mastic
CL1167560	B2	12" X 12" Brown Floor Tile w/Black Mastic - Original Building Area	None Detected - Floor Tile 5% Chrysotile - Black Mastic
CL1167561	B3	12" X 12" Brown Floor Tile w/Black Mastic - Original Building Area	None Detected - Floor Tile 5% Chrysotile - Black Mastic
CL1167562	B4	12" X 12" White Floor Tile w/Yellow Mastic - Original Area	None Detected - Floor Tile None Detected - Yellow Mastic
CL1167563	B5	12" X 12" White Floor Tile w/Yellow Mastic - Original Area	None Detected - Floor Tile None Detected - Yellow Mastic
CL1167564	B6	12" X 12" White Floor Tile w/Yellow Mastic - Original Area	None Detected - Floor Tile None Detected - Yellow Mastic
CL1167565	B7	12" X 12" White Floor Tile w/Black Mastic - Original Area, Cafeteria	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Leveling Compound 3% Chrysotile - Black Mastic
CL1167566	B8	12" X 12" White Floor Tile w/Black Mastic - Original Area, Cafeteria	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Leveling Compound 5% Chrysotile - Black Mastic
CL1167567	B9	12" X 12" White Floor Tile w/Black Mastic - Original Area, Cafeteria	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Leveling Compound
CL1167568	B10	4" X 4" Brown Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Brown Mastic
CL1167569	B11	4" X 4" Brown Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Brown Mastic

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY

Cates Laboratories
1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client:	Terracon	Lab Job No.:	PLM-34384
Project (Line 1):	Blair Elementary (DISD)	Set No.:	49275
Project (Line 2):	7720 Gayglen Dr., Dallas, TX	Report Date:	10/12/2023
Project No:	94237073	Sample Date:	7/26/2023
Identification:	Asbestos, Bulk Sample Analysis	Version:	PC1, R1
Test Method:	Polarized Light Microscopy/Dispersion Staining (PLM/DS) EPA Method 600/R-93/116		

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167570	B12	4" X 4" Brown Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout <1% Chrysotile - Brown Mastic (by PLM) 0.29% Chrysotile - Brown Mastic (by Gravimetric Point Count)
CL1167571	B13	6" X 6" Taupe Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
CL1167572	B14	6" X 6" Taupe Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
CL1167573	B15	6" X 6" Taupe Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
CL1167574	B16	6" X 6" White Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout <1% Chrysotile - Mortar None Detected - White Mastic (by PLM) 0.25% Chrysotile - Mortar (by Point Count)
CL1167575	B17	6" X 6" White Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar None Detected - White Mastic
CL1167576	B18	6" X 6" White Ceramic Tile/Grout Mortar - Original Area	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar None Detected - White Mastic
CL1167577	B19	Plaster Wall - Original Area	None Detected - Paint Layer None Detected - Plaster

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Client: Terracon
Project (Line 1): Blair Elementary (DISD)
Project (Line 2): 7720 Gayglen Dr., Dallas, TX
Project No: 94237073
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 49275
Report Date: 10/12/2023
Sample Date: 7/26/2023
Version: PC1, R1

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167578	B20	Plaster Wall - Original Area	None Detected - Paint Layer None Detected - Plaster
CL1167579	B21	Plaster Wall - Original Area	None Detected - Paint Layer None Detected - Plaster
CL1167580	B22	Plaster Wall - Original Area	None Detected - Paint Layer None Detected - Plaster
CL1167581	B23	Plaster Wall - Original Area	None Detected - Paint Layer None Detected - Plaster
CL1167582	B24	Black Cove Base/Tan Glue - Original Area	None Detected - Cove Base None Detected - Tan Mastic
CL1167583	B25	Black Cove Base/Tan Glue - Original Area	None Detected - Cove Base None Detected - Tan Mastic
CL1167584	B26	Black Cove Base/Tan Glue - Original Area	None Detected - Cove Base None Detected - Tan Mastic
CL1167585	B27	Drywall Board System - Original Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167586	B28	Drywall Board System - Original Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167587	B29	Drywall Board System - Original Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167588	B30	CMU, White Wall - Original Area	None Detected - Filler/Texture None Detected - CMU Block None Detected - Mortar
CL1167589	B31	CMU, White Wall - Original Area	None Detected - Filler/Texture None Detected - CMU Block None Detected - Mortar
CL1167590	B32	CMU, White Wall - Original Area	<1% Chrysotile - Filler/Texture None Detected - CMU Block None Detected - Mortar (by PLM) 0.75% Chrysotile - Filler/Texture (by Point Count)
CL1167591	B33	Drywall Duct System Furdown - Kitchen	None Detected - Paint Texture None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167592	B34	Drywall Duct System Furdown - Kitchen	None Detected - Paint Texture None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167593	B35	Drywall Duct System Furdown - Kitchen	None Detected - Paint Texture None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167594	B36	1" X 1" Ceramic Tile/Grout/Mortar (mosaic/tan) - Bathroom in Kitchen	None Detected - Ceramic Tile None Detected - Grout
CL1167595	B37	1" X 1" Ceramic Tile/Grout/Mortar (mosaic/tan) - Bathroom in Kitchen	None Detected - Ceramic Tile None Detected - Grout

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Lab Job No.: PLM-34384
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Sample Date: 7/26/2023
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Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167596	B38	1" X 1" Ceramic Tile/Grout/Mortar (mosaic/tan) - Bathroom in Kitchen	None Detected - Ceramic Tile None Detected - Grout <1% Chrysotile - Mortar (by PLM) 0.50% Chrysotile - Mortar (by Point Count)
CL1167597	B39	2' X 2' Lay-in Ceiling Tile (pinhole) - Original Area	None Detected
CL1167598	B40	2' X 2' Lay-in Ceiling Tile (pinhole) - Original Area	None Detected
CL1167599	B41	2' X 2' Lay-in Ceiling Tile (pinhole) - Original Area	None Detected
CL1167600	B42	Tan Duct Mastic under Silver Tape - Original Area above Ceiling	None Detected - Wrap None Detected - Tan Mastic
CL1167601	B43	Tan Duct Mastic under Silver Tape - Original Area above Ceiling	None Detected - Wrap None Detected - Tan Mastic
CL1167602	B44	Tan Duct Mastic under Silver Tape - Original Area above Ceiling	None Detected - Wrap None Detected - Tan Mastic
CL1167603	B45	Drywall Board System - Newest Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167604	B46	Drywall Board System - Newest Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167605	B47	Drywall Board System - Newest Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY

Cates Laboratories
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On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167606	B48	Drywall Board system - Newer Area	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167607	B49	Drywall Board system - Newer Area, Room 117	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167608	B50	Drywall Board system - Newer Area, Library	None Detected - Paint Texture None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1167609	B51	2' X 2' Lay-in Ceiling Tile (pinhole) - Newest Area	None Detected
CL1167610	B52	2' X 2' Lay-in Ceiling Tile (pinhole) - Newest Area	None Detected
CL1167611	B53	2' X 2' Lay-in Ceiling Tile (pinhole) - Newest Area	None Detected
CL1167612	B54	2' X 2' Lay-in Ceiling Tile (pinhole) - Newer Area	None Detected
CL1167613	B55	2' X 2' Lay-in Ceiling Tile (pinhole) - Newer Area	None Detected
CL1167614	B56	2' X 2' Lay-in Ceiling Tile (pinhole) - Newer Area	None Detected
CL1167615	B57	Exterior Red Brick/Mortar (grey) - Original Area	None Detected - Brick None Detected - Mortar
CL1167616	B58	Exterior Red Brick/Mortar (grey) - Original Area	None Detected - Brick None Detected - Mortar
CL1167617	B59	Exterior Red Brick/Mortar (grey) - Original Area	None Detected - Brick None Detected - Mortar
CL1167618	B60	Exterior Red Brick/Mortar (grey) - Newer Area	None Detected - Brick None Detected - Mortar

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Project (Line 1): Blair Elementary (DISD)
Project (Line 2): 7720 Gayglen Dr., Dallas, TX
Project No: 94237073
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 49275
Report Date: 10/12/2023
Sample Date: 7/26/2023
Version: PC1, R1

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167619	B61	Exterior Red Brick/Mortar (grey) - Newer Area	None Detected - Brick None Detected - Mortar
CL1167620	B62	Exterior Red Brick/Mortar (grey) - Newer Area	None Detected - Brick None Detected - Mortar
CL1167621	B63	Exterior Door Caulk - Original Area	5% Chrysotile
CL1167622	B64	Exterior Door Caulk - Original Area	5% Chrysotile
CL1167623	B65	Exterior Door Caulk - Original Area	None Detected
CL1167624	B66	Exterior Window Caulk - Original Area	None Detected
CL1167625	B67	Exterior Window Caulk - Original Area	None Detected
CL1167626	B68	Exterior Window Caulk - Original Area	None Detected
CL1167627	B69	Exterior Red Brick/Mortar (grey) - Newest Area	None Detected - Brick None Detected - Mortar
CL1167628	B70	Exterior Red Brick/Mortar (grey) - Newest Area	None Detected - Brick None Detected - Mortar
CL1167629	B71	Exterior Red Brick/Mortar (grey) - Newest Area	None Detected - Brick None Detected - Mortar
CL1167630	B72	Exterior Expansion Joint Caulk - Newer Area	None Detected
CL1167631	B73	Exterior Expansion Joint Caulk - Newer Area	None Detected
CL1167632	B74	Exterior Expansion Joint Caulk - Newer Area	None Detected
CL1167633	B75	Exterior Cement Panel Soffit - Original Area	15% Chrysotile
CL1167634	B76	Exterior Cement Panel Soffit - Original Area	15% Chrysotile
CL1167635	B77	Exterior Cement Panel Soffit - Original Area	15% Chrysotile
CL1167636	B78	Exterior Plaster Soffit - Newer Area	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY

Cates Laboratories
1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Blair Elementary (DISD)
Project (Line 2): 7720 Gayglen Dr., Dallas, TX
Project No: 94237073
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
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Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167637	B79	Exterior Plaster Soffit - Newer Area	None Detected
CL1167638	B80	Exterior Plaster Soffit - Newer Area	None Detected
CL1167639	B81	White Mastic on Pipe Insulation - Fire Riser Room, Newer Area	20% Chrysotile - White Mastic None Detected - Wrap None Detected - Insulation
CL1167640	B82	White Mastic on Pipe Insulation - Fire Riser Room, Newer Area	20% Chrysotile - White Mastic None Detected - Wrap None Detected - Insulation
CL1167641	B83	White Mastic on Pipe Insulation - Fire Riser Room, Newer Area	None Detected - White Mastic None Detected - Wrap None Detected - Insulation
CL1167642	B84	Black Mastic on Silver Duct Insulation - Fire Riser Room, Newer Area	None Detected - Grey Mastic None Detected - Wrap None Detected - Insulation
CL1167643	B85	Black Mastic on Silver Duct Insulation - Fire Riser Room, Newer Area	None Detected - Grey Mastic None Detected - Wrap None Detected - Insulation
CL1167644	B86	Black Mastic on Silver Duct Insulation - Fire Riser Room, Newer Area	None Detected - Grey Mastic None Detected - Wrap None Detected - Insulation
CL1167645	B87	TSI associated w/Expansion - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation
CL1167646	B88	TSI associated w/Expansion - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation
CL1167647	B89	TSI associated w/Expansion - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Lab Job No.: PLM-34384
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Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167648	B90	TSI Duct Flue Insulation - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation
CL1167649	B91	TSI Duct Flue Insulation - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation
CL1167650	B92	TSI Duct Flue Insulation - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation
CL1167651	B93	White Mastic on Chilled Water Pipe - Original Area, Boiler Room	None Detected - White Mastic None Detected - Insulation
CL1167652	B94	White Mastic on Chilled Water Pipe - Original Area, Boiler Room	None Detected - White Mastic None Detected - Insulation
CL1167653	B95	White Mastic on Chilled Water Pipe - Original Area, Boiler Room	None Detected - White Mastic None Detected - Insulation
CL1167654	B96	White Mastic on Steam Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Wrap None Detected - Insulation
CL1167655	B97	White Mastic on Steam Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Wrap None Detected - Insulation
CL1167656	B98	White Mastic on Steam Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Wrap None Detected - Insulation
CL1167657	B99	Older with Blue Paint TSI on Stem Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation 1 None Detected - Insulation 2

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Project No: 94237073
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 49275
Report Date: 10/12/2023
Sample Date: 7/26/2023
Version: PC1, R1

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1167658	B100	Older with Blue Paint TSI on Stem Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation 1 None Detected - Insulation 2
CL1167659	B101	Older with Blue Paint TSI on Stem Piping - Original Area, Boiler Room	None Detected - White Mastic None Detected - Cotton Wrap None Detected - Insulation 1 None Detected - Insulation 2
CL1167660	B102	White Mastic on Pipe Insulation - Original Area, Crawl Space	None Detected - White Mastic None Detected - Wrap
CL1167661	B103	White Mastic on Pipe Insulation - Original Area, Crawl Space	None Detected - White Mastic None Detected - Wrap
CL1167662	B104	White Mastic on Pipe Insulation - Original Area, Crawl Space	None Detected - White Mastic None Detected - Wrap
CL1167663	B105	Black Pipe Insulation - Original Area, Crawl Space	None Detected - Black Mastic None Detected - Cloth Wrap 20% Amosite - Insulation
CL1167664	B106	Black Pipe Insulation - Original Area, Crawl Space	None Detected - Black Mastic None Detected - Cloth Wrap 20% Amosite - Insulation
CL1167665	B107	Black Pipe Insulation - Original Area, Crawl Space	None Detected - Black Mastic None Detected - Cloth Wrap 20% Amosite - Insulation

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Client:	Terracon	Lab Job No.:	PLM-34384
Project (Line 1):	Blair Elementary (DISD)	Set No.:	49275
Project (Line 2):	7720 Gayglen Dr., Dallas, TX	Report Date:	10/12/2023
Project No:	94237073	Sample Date:	7/26/2023
Identification:	Asbestos, Bulk Sample Analysis Version:	Version:	PC1, R1
Test Method:	Polarized Light Microscopy/Dispersion Staining (PLM/DS) EPA Method 600/R-93/116		

On 7/31/2023, one-hundred seven (107) bulk samples were submitted by a representative of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein.

STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the U.S. EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples as found in 40 CFR, Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A), or the current U.S. EPA method (EPA Method 600/R-93/116) for the analysis of asbestos in building materials, by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst: Kathy Schosek, John R. Cates

Laboratory Director: John R. Cates, P.G.

Approved Signatory:

NVLAP®

TESTING
NVLAP LAB CODE 200569-0

PLM REPORT SUMMARY

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Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 50031
Report Date: 10/13/2023
Sample Date: 9/20/2023
Version: R1

On 9/25/2023, twenty-seven (27) bulk samples were submitted by Mr. Nathan Reyes of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1183581	B108	Tar & Gravel Roofing Material - Roof 1	None Detected - Roofing Membrane None Detected - Roofing Insulation
CL1183582	B109	Tar & Gravel Roofing Material - Roof 1	None Detected - Roofing Membrane None Detected - Roofing Insulation
CL1183583	B110	Tar & Gravel Roofing Material - Roof 1	None Detected - Roofing Membrane None Detected - Roofing Insulation
CL1183584	B111	Roof Flashing associated w/Asphalt Curb - Roof 1	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183585	B112	Roof Flashing associated w/Asphalt Curb - Roof 1	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183586	B113	Roof Flashing associated w/Asphalt Curb - Roof 1	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183587	B114	Tar & Gravel Roofing Material - Roof 2	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam
CL1183588	B115	Tar & Gravel Roofing Material - Roof 2	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam
CL1183589	B116	Tar & Gravel Roofing Material - Roof 2	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam
CL1183590	B117	White Sealant associated w/HVAC System - Roof 2 HVAC System	None Detected
CL1183591	B118	White Sealant associated w/HVAC System - Roof 2 HVAC System	None Detected
CL1183592	B119	White Sealant associated w/HVAC System - Roof 2 HVAC System	None Detected
CL1183593	B120	White Caulk associated w/HAVC System - Roof 2 HVAC System	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-34384
Set No.: 50031
Report Date: 10/13/2023
Sample Date: 9/20/2023
Version: R1

On 9/25/2023, twenty-seven (27) bulk samples were submitted by Mr. Nathan Reyes of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1183594	B121	White Caulk associated w/HAVC System - Roof 2 HVAC System	None Detected
CL1183595	B122	White Caulk associated w/HAVC System - Roof 2 HVAC System	None Detected
CL1183596	B123	Roof Flashing associated w/Asphalt Curb - Roof 2	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183597	B124	Roof Flashing associated w/Asphalt Curb - Roof 2	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183598	B125	Roof Flashing associated w/Asphalt Curb - Roof 2	None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183599	B126	Footer Mastic - Roof 2 HVAC System	None Detected - Silver Paint None Detected - Roofing Mastic
CL1183600	B127	Footer Mastic - Roof 2 HVAC System	None Detected - Silver Paint None Detected - Roofing Mastic
CL1183601	B128	Footer Mastic - Roof 2 HVAC System	None Detected - Silver Paint None Detected - Roofing Mastic
CL1183602	B129	Modified Roofing - Roof 3	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam
CL1183603	B130	Modified Roofing - Roof 3	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam
CL1183604	B131	Modified Roofing - Roof 3	None Detected - Roofing Membrane None Detected - Roofing Insulation None Detected - Roofing Foam

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1183605	B132	Roof Flashing associated w/Asphalt Curb - Roof 3	None Detected - White Sealant None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183606	B133	Roof Flashing associated w/Asphalt Curb - Roof 3	None Detected - White Sealant None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation
CL1183607	B134	Roof Flashing associated w/Asphalt Curb - Roof 3	None Detected - White Sealant None Detected - Flashing Membrane None Detected - Roofing Mastic None Detected - Roofing Insulation

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

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Client:	Terracon	Lab Job No.:	PLM-34384
Project (Line 1):	Blair Elementary	Set No.:	50031
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Identification:	Asbestos, Bulk Sample Analysis Version:	Version:	R1
Test Method:	Polarized Light Microscopy/Dispersion Staining (PLM/DS) EPA Method 600/R-93/116		

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Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst: Kathy Schosek, John R. Cates

Laboratory Director: John R. Cates, P.G.

Approved Signatory:

NVLAP®

TESTING
NVLAP LAB CODE 200569-0

APPENDIX D
SITE PHOTOGRAPHS

Site Photographs
W.A. Blair Elementary School
7720 Gayglen Drive ■ Dallas, Texas
December 8, 2023 ■ Terracon Project No. 94237073

Photo #1 View of the ACM 12" X 12" Brown floor tile with mastic (black).

Photo #2 View of ACM 12" X 12" Floor tile with mastic (yellow/black).

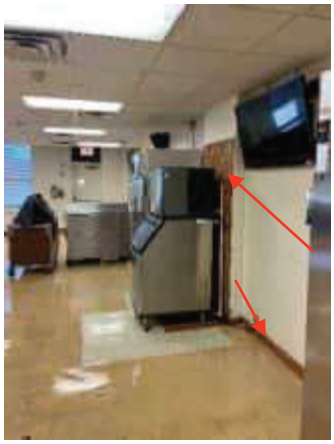


Photo #3 View of ACM 4" X 4" Brown ceramic tile/grout/mortar.

Photo #4 View of ACM 6" X 6" white ceramic tile/grout/mortar.

Photo #5 View of ACM CMU, White Wall.

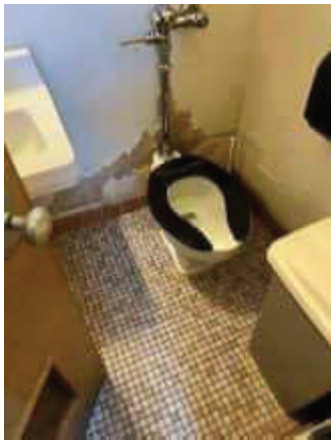


Photo #6 View of ACM 1" X 1" ceramic tile/grout mortar (mosaic/tan).

Photo #7 View of ACM exterior door caulk.

Photo #8 View of ACM exterior cement panel soffit.

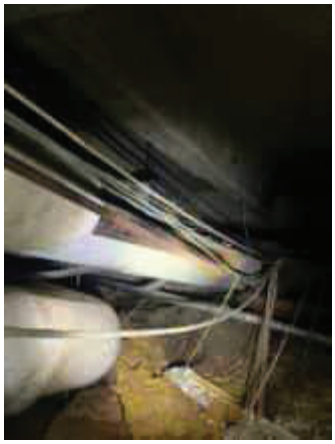


Photo #9 View of ACM white mastic on pipe insulation.

Photo #10 View of black pipe insulation.

APPENDIX E
CLIENT-PROVIDED PRE-DESIGN (STB)

LEGEND FOR ADDITIONAL SCOPE RECOMMENDED

- 2 — PAVEMENT AND SIDEWALK REPAIR WORK DUE TO NON ADA COMPLIANCE, REFER TO SITE PLAN
- 4 — PROVIDE NEW MARQUEE SIGN, REFER TO SITE PLAN
- 5 — CARPET REPLACEMENT AT THE SCHOOL LIBRARY
- 8 — REPLACE EXISTING PLAYGROUND EQUIPMENT WITH NEW, REFER TO SITE PLAN
- 9 — ENCLOSE EXISTING CRAWL SPACE OPWING WITH GRATED VENTS, REFER TO SITE PLAN
- 10 — REPLACE EXISTING FLOORING AND WALL BASE WITH NEW AT HALLWAYS IN OLD BUILDING
- 11 — PROVIDE INSULATION AND EXPOSED PIPES
- 13 — ROOF REPLACEMENT AT EXISTING CANOPIES AT COURTYARD AND SECOND ENTRANCE, REFER TO SITE PLAN
- 14 — REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 1
- 15 — REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 2
- 18 — PAINT PREVIOUSLY PAINTED EXTERIOR SURFACES AND POWER WASH AS REQUIRED, PROVDE NEW LANDSCAPING AND SIDEWALK REPLACEMENT AS REQUIRED, CONTRUCT NEW FRONT ENTRY CANOPY, REFER TO SITE PLAN
- 19 — REPLACE OUTDATED EXTERIOR WINDOWS WITH NEW ENERGY EFFICIENT WINDOW ASSEMBLY
- 20 — REPLACE STAFF PARKING AND DRIVE APPROACH, REFER TO SITEP PLAN
- 22 — REPLACE INTERIOR LIGHTS WITH LED LIGHTING

LEGEND FOR ARCHITECTURAL BASE SCOPE OF WORK

- 1 — PROVIDE SECURITY UPDATES INCLUDING CAMERA, CARD ACCESS READER AND DOOR CONTACTS.
- 2 — PROVIDE SECURE FRONT VESTIBULE
- 3 — REPLACE EXTERIOR WATERPROOFING SEALANT JOINTS
- 10 — EXTEND FIRE LANE ACCESS DRIVE, REFER TO SITE PLAN
- 11 — REPLACE EXISTING PAVED PLAYGROUND AREA DUE TO CAFTERIA/ KITCHEN EXPANSION, REFER TO SITE PLAN
- 15 — RENOVATE AND EXPAND EXISTING CAFTERIA
- 16 — RENOVATE AND EXPAND KITCHEN

LEGEND FOR ADDITIONAL SCOPE RECOMMENDED

- 2 — PAVEMENT AND SIDEWALK REPAIR WORK DUE TO NON ADA COMPLIANCE, REFER TO SITE PLAN
- 4 — PROVIDE NEW MARQUEE SIGN, REFER TO SITE PLAN
- 5 — CARPET REPLACEMENT AT THE SCHOOL LIBRARY
- 8 — REPLACE EXISTING PLAYGROUND EQUIPMENT WITH NEW, REFER TO SITE PLAN
- 9 — ENCLOSE EXISTING CRAWL SPACE OPWNING WITH GRATED VENTS, REFER TO SITE PLAN
- 10 — REPLACE EXISTING FLOORING AND WALL BASE WITH NEW AT HALLWAYS IN OLD BUILDING
- 11 — PROVIDE INSULATION AND EXPOSED PIPES
- 13 — ROOF REPLACEMENT AT EXISTING CANOPIES AT COURTYARD AND SECOND ENTRANCE, REFER TO SITE PLAN
- 14 — REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 1
- 15 — REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 2
- 18 — PAINT PREVIOUSLY PAINTED EXTERIOR SURFACES AND POWER WASH AS REQUIRED. PROVDE NEW LANDSCAPING AND SIDEWALK REPLACEMENT AS REQUIRED. CONTRUCT NEW FRONT ENTRY CANOPY, REFER TO SITE PLAN
- 19 — REPLACE OUTDATED EXTERIOR WINDOWS WITH NEW ENERGY EFFICIENT WINDOW ASSEMBLY
- 20 — REPLACE STAFF PARKING AND DRIVE APPROACH, REFER TO SITEP PLAN
- 22 — REPLACE INTERIOR LIGHTS WITH LED LIGHTING

LEGEND FOR ARCHITECTURAL BASE SCOPE OF WORK

- 1 — PROVIDE SECURITY UPDATES INCLUDING CAMERA, CARD ACCESS READER AND DOOR CONTACTS.
- 2 — PROVIDE SECURE FRONT VESTIBULE
- 3 — REPLACE EXTERIOR WATERPROOFING SEALANT JOINTS
- 10 — EXTEND FIRE LANE ACCESS DRIVE, REFER TO SITE PLAN
- 11 — REPLACE EXISTING PAVED PLAYGROUND AREA DUE TO CAFTERIA/ KITCHEN EXPANSION, REFER TO SITE PLAN
- 15 — RENOVATE AND EXPAND EXISTING CAFTERIA
- 16 — RENOVATE AND EXPAND KITCHEN

PLAN NORTH

1 OVERALL FLOOR PLAN
Scale: NTS
FIRST FLOOR

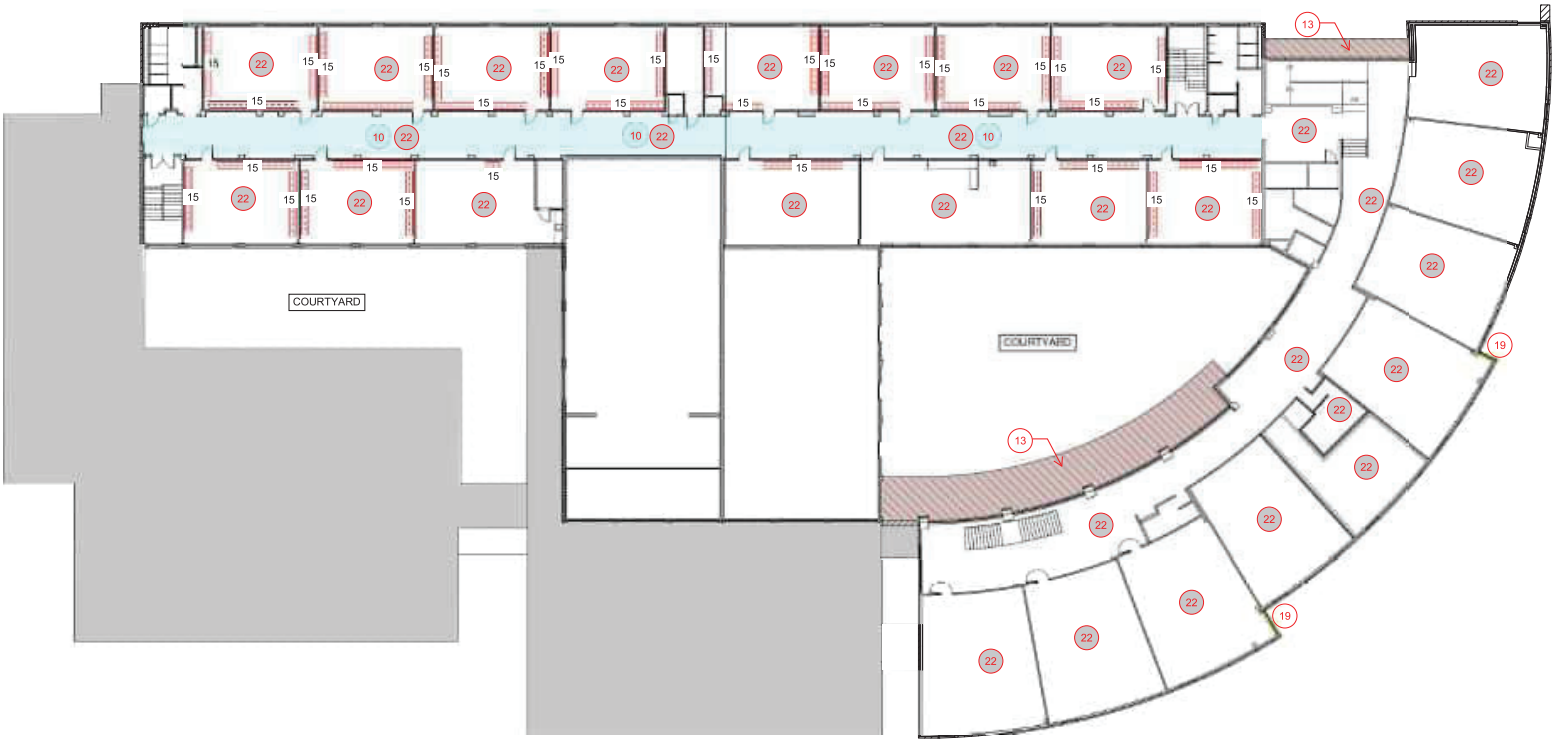
ALLIANCE ARCHITECTS

LEGEND FOR ADDITIONAL SCOPE RECOMMENDED

2. PAVEMENT AND SIDEWALK REPAIR WORK DUE TO NON ADA COMPLIANCE, REFER TO SITE PLAN
4. PROVIDE NEW MARQUEE SIGN, REFER TO SITE PLAN
5. CARPET REPLACEMENT AT THE SCHOOL LIBRARY
8. REPLACE EXISTING PLAYGROUND EQUIPMENT WITH NEW, REFER TO SITE PLAN
9. ENCLOSE EXISTING CRAWL SPACE OPWNING WITH GRATED VENTS, REFER TO SITE PLAN
10. REPLACE EXISTING FLOORING AND WALL BASE WITH NEW AT HALLWAYS IN OLD BUILDING
11. PROVIDE INSULATION AND EXPOSED PIPES
13. ROOF REPLACEMENT AT EXISTING CANOPIES AT COURTYARD AND SECOND ENTRANCE, REFER TO SITE PLAN
14. REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 1
15. REPLACE TEACHING SURFACES AT EACH CLASSROOM ON LEVEL 2
18. PAINT PREVIOUSLY PAINTED EXTERIOR SURFACES AND POWER WASH AS REQUIRED, PROVIDE NEW LANDSCAPING AND SIDEWALK REPLACEMENT AS REQUIRED, CONTRUCT NEW FRONT ENTRY CANOPY, REFER TO SITE PLAN
19. REPLACE OUTDATED EXTERIOR WINDOWS WITH NEW ENERGY EFFICIENT WINDOW ASSEMBLY
20. REPLACE STAFF PARKING AND DRIVE APPROACH, REFER TO SITEP PLAN
22. REPLACE INTERIOR LIGHTS WITH LED LIGHTING

LEGEND FOR ARCHITECTURAL BASE SCOPE OF WORK

1. PROVIDE SECURITY UPDATES INCLUDING CAMERA, CARD ACCESS READER AND DOOR CONTACTS.
2. PROVIDE SECURE FRONT VESTIBULE
3. REPLACE EXTERIOR WATERPROOFING SEALANT JOINTS
10. EXTEND FIRE LANE ACCESS DRIVE, REFER TO SITE PLAN
11. REPLACE EXISTING PAVED PLAYGROUND AREA DUE TO CAFTERIA KITCHEN EXPANSION, REFER TO SITE PLAN
15. RENOVATE AND EXPAND EXISTING CAFTERIA
16. RENOVATE AND EXPAND KITCHEN



PLAN NORTH

1 OVERALL FLOOR PLAN
Scale: NTS
SECOND FLOOR

ALLIANCE ARCHITECTS

APPENDIX F
DISD AHERA 3-YEAR REINSPECTION REPORT

AHERA THREE-YEAR REINSPECTION

For

MGMT # 1170
W. A. BLAIR ELEMENTARY SCHOOL
7720 GAYGLEN DR.
DALLAS, TEXAS 75217

Prepared for

DALLAS INDEPENDENT SCHOOL DISTRICT
9400 N CENTRAL EXPY
DALLAS, TEXAS 75231

Prepared by

DALLAS INDEPENDENT SCHOOL DISTRICT
ENVIRONMENTAL, HEALTH & SAFETY DEPARTMENT
3701 BOTHAM JEAN BLVD
DALLAS, TEXAS 75215

OCTOBER 28, 2022

Joyashree Sarker
AHERA Asbestos Inspector
TDSHS #205777

W. A. BLAIR ELEMENTARY SCHOOL

TRIENNIAL REINSPECTION REPORT

ASBESTOS CONTAINING HOMGENEOUS AREAS

1. **AREA 1A 12”x 12” FLOOR TILE AND MASTIC / MISC.**
   There is approximately 40,300 SF of asbestos containing 12” x 12” floor tile and mastic in various areas throughout of the facility.
2. **AREA 1C COVE BASE AND MASTIC / MISC.**
   There is approximately 1800 SF of asbestos containing cove base with mastic in various areas throughout of the facility.
3. **AREA 2A MASTIC ONLY / MISC.**
   There is approximately 3,670 SF of asbestos containing floor mastic under carpet in various areas of the facility.
4. **AREA 3A CRAWLSPACE / TSI**
   There is approximately 2,400 LF of asbestos containing thermal system insulation located under the facility.
5. **AREA 4A MECHANICAL ROOM / TSI.**
   There is approximately 60 LF of asbestos containing thermal system insulation is the mechanical rooms in the facility.
6. **AREA 5B MISC. RISERS / TSI.**
   There is approximately 3 LF of asbestos containing thermal system insulation located vent in back of kitchen
7. **AREA 7A RESIDUAL SPRAYED-ON CEILING MATERIAL**
   There is approximately 42,950 SF of asbestos containing residual ceiling material above 2’x2 drop ceiling in various locations throughout the facility.
8. **AREA 8A 1’x1’ ACOUSTIC CEILING TILE ADHESIVE**
   There is approximately 190 SF of asbestos containing button mastic under acoustical ceiling tile located in room 108.
9. **AREA 8B 2’X2’ DROP CEILING TILE**
   There is approximately 42,950 SF of asbestos containing 2x2’ drop ceilings in various locations throughout the facility.
10. **AREA 8C INSULATED ROOFING MATERIAL ON GYM**
    There is approximately 2,960 SF of asbestos containing insulated roofing material in GYM.
11. **AREA 9A JOINT COMPUND ON SHEETROCK**
    There is approximately 9,000 SF of asbestos containing joint compound on sheetrock in various areas of the facility.
12. **AREA 11A GROUT UNDER CERAMIC TILE**
    There is approximately 2,400 SF of asbestos containing grout under ceramic tile in various location in the facility.

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SURVEY METHODOLOGY

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1. CERTIFICATES
2. APPROPRIATE FLOOR PLANS OR MAPS (IF APPLICABLE)
3. RE-INSPECTION REPORTS

INTRODUCTION

General Information

An Asbestos Hazard Emergency Response Act (AHERA) three-year reinspection for W. A. BLAIR ELEMENTARY MGMT# 1170 has been completed. The reinspection survey performed for this report conducted on October 28, 2022 by Joyashree Sarker, an accredited AHERA Asbestos Inspector, and licensed by the Texas Department of State Health Services (DSHS) as an Asbestos Management Planner LICENSE # 205777

Purpose

The purpose of the AHERA three-year reinspection was to visually reinspect and identify all known/unknown friable and non-friable asbestos-containing building materials (ACBMs) and to reassess any changes in the condition of each material by an accredited asbestos inspector. This report meets the requirements of 40 CFR Section 763.85 of AHERA.

Warranty

Environmental, Health and Safety Department (EHS) warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the local community. Conditions may exist which could not be identified within the scope of the survey or which were not apparent during the site visit. This inspection covered only those areas that were exposed and/or physically accessible to the inspector.

No other warranties are implied or expressed.

ORIGINAL INSPECTION SUMMARY

The following homogeneous materials were identified in the original inspection:

HOMOG.	DESCRIP.	FOOTAGE	ACBM	Friable
1A	Sprayed On Ceiling	44,375	N	Y
1B	Brown Coat Ceiling	45,620	N	N
1C	Ceiling Tile (Acoustical Lay In)	30,000	N	N
1D	Gypsum Board Sub Ceiling	30,000	N	N
2A	Floor Tiles (Type 1) 12X12	37,130	N	N
2B	Floor Tiles (Type 2) 12X12	3,400	Y	N
2C	Floor Tiles (Type 3) 12X12	8,000	N	N
2D	Ceramic Floor Tile	N/A	N/A	N/A
2E	Carpet Floor Covering	N/A	N/A	N/A
3A	Plaster Walls	59,000	N	N
3B	Brick Walls	N/A	N/A	N/A
3C	Gypsum Boards	1,900	N	N
3D	Brick Walls (New Addition)	N/A	N/A	N/A
4A	Crawlspace & Risers	2,405	Y	Y
4B	Crawlspace (New Addition)	N/A	N/A	N/A
5A	Mechanical Room - Boiler	600	Y	Y
5B	Mechanical Room - Water Tank	300	Y	Y
5C	Mechanical Room Pipes	800	Y	Y
5D	Mechanical Room Elbow & Fittings	100	Y	Y
5E	Mechanical Room Pipes in Gym	70	Y	Y
5F	Mechanical Room (New Addition)	N/A	N/A	N/A
6A	Chiller Room	N/A	N/A	N/A
6B	Chiller Room (New Addition)	N/A	N/A	N/A

7A	Chalkboards	N/A	N	N
7B	Chalkboards (New Addition)	N/A	N/A	N/A
8A	Air Handlers	N/A	N/A	N/A
8B	Air Handlers (New Addition)	N/A	N/A	N/A
9A	Roof	55,515	Y	N
9B	Roof (New Addition)	N/A	N/A	N/A
10A	Misc. ACM - Curtains	N/A	N	N
10B	Misc. ACM -Fire Doors	N/A	N/A	N/A
10C	Misc. ACM -Fire Doors (New Addition)	N/A	N/A	N/A

SURVEY METHODOLOGY

After reviewing existing documentation within the EHS and Contractor Re-Inspection Reports, a walkthrough of the school building(s) was performed to reinspect and reassess the previously identified materials and to discover any new materials. For each area of the school building, EHS performed the following tasks:

- Visually reinspected and reassessed the condition of all friable known or assumed ACBMs.
- Visually inspected materials that were previously considered non-friable ACBMs and touched the material to determine whether it had become friable since the last reinspection.
- Identified any homogeneous areas with material that had become friable since the last reinspection.
- Reassessed the condition of friable ACBMs that were previously identified.
- Identify any new building materials installed that has not been addressed.

REINSPECTION FINDINGS

AHERA regulations require condition assessments of all friable, known or assumed ACBMs. Presented below are the condition assessments for the known or assumed ACBMs at W. A. BLAIR ELEMENTARY School.

TABLE 1 REINSPECTION FINDINGS

Changes Y/N	Material Description	Material Location	Material Condition Assessment	Response	Amount
N	12”x12” Floor Tile w/ mastic	Various areas throughout the facility	Floor Tile is in Good condition	Operations & Maintenance	Approx. 40,300 SF
N	Mastic Only	Various areas throughout the facility	Mastic is in Good condition	Operations & Maintenance	Approx. 3,670SF
N	Cove base w/ mastic	Various areas throughout the facility	Mastic is in Good condition	Operations & Maintenance	Approx. 1,800 SF
N	TSI on Duct/Pipe	Crawlspace	TSI is in Good condition	Remove when Feasible	Approx. 2,400 LF
N	TSI on Duct/Pipe	Mechanical Rooms	TSI is in Good condition	Remove when Feasible	Approx. 60 LF
N	TSI on Duct/Pipe	Vent in back of kitchen	TSI is in Good condition	Remove when Feasible	Approx. 3 LF
N	Residual Sprayed-on Ceiling Material	Various areas throughout the facility	Spray on is in Good condition	Operations & Maintenance	Approx. 42,950 SF
N	Ceiling Tile Adhesive	Located in room 108	Adhesive is in - Good condition	Operations & Maintenance	Approx. 190 SF
N	2’x2’ Drop Ceiling Tile	Various areas throughout the facility	Drop ceiling is in Good condition	Operations & Maintenance	Approx. 42,950 SF

N	Insulated Roofing Material on GYM	Located on GYM Ceiling	Insulated material is in Good condition	Operations & Maintenance	Approx. 2,960 SF
N	Joint Compound	Various areas throughout the facility	Joint Compound is in Good condition	Operations & Maintenance	Approx. 9,000 SF
N	Grout	Various areas throughout the facility	Grout is in Good condition	Operations & Maintenance	Approx. 2,400 SF

CONCLUSIONS

This inspection was based upon information found in the Previous Inspection Reports, the AHERA Management Plan for the school, and EHS's visual assessment of the school. There is a possibility that ACBMs may exist which could not be identified within the scope of the survey or which were not apparent during the site visit. This reinspection covered only those areas that were exposed and/or physically accessible to the inspector.

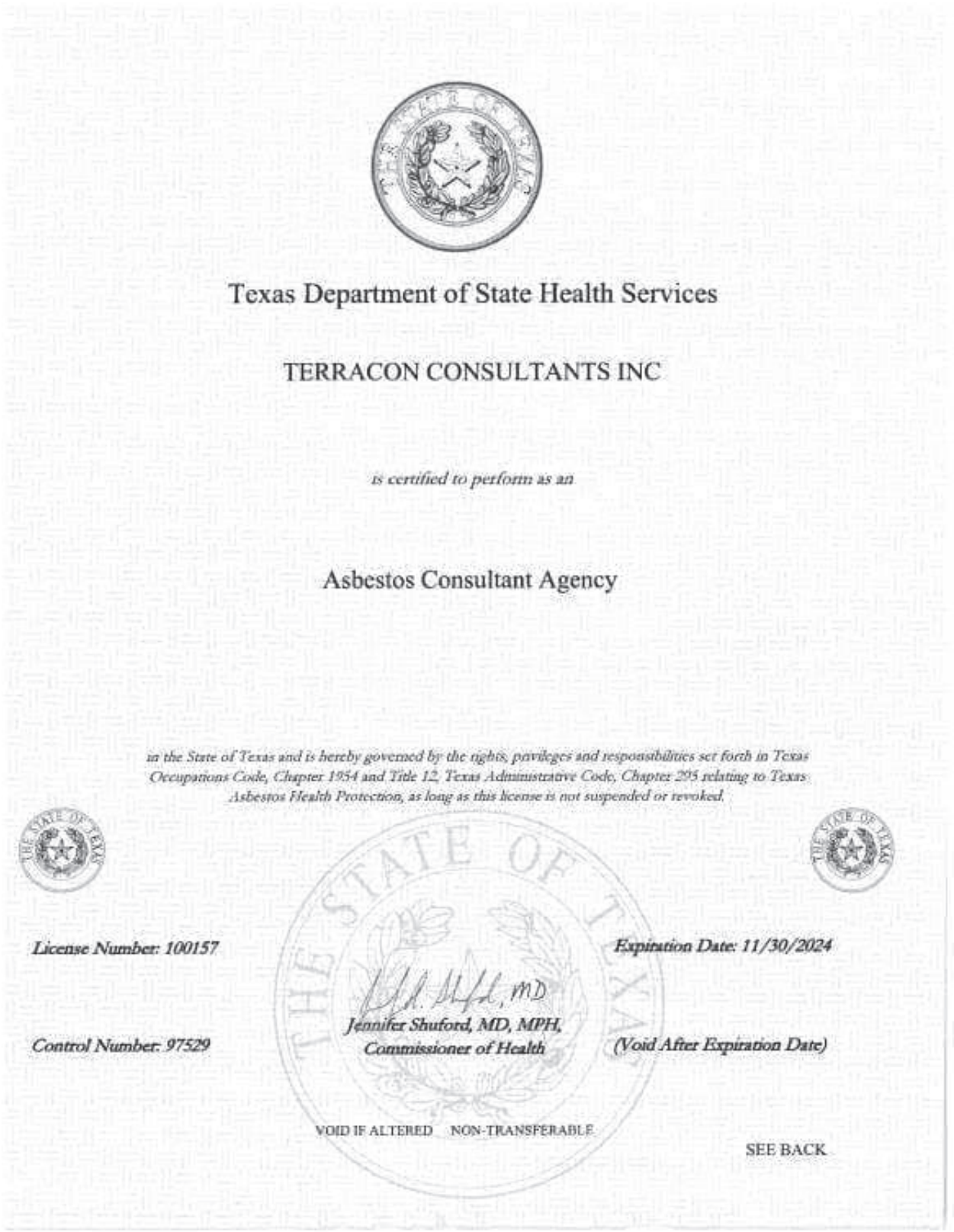
Based on the information in the original management plan, subsequent reinspections, and this reinspection, 12 homogenous materials at W. A. BLAIR ELEMENTARY School are known or assumed to contain greater than 1-percent asbestos. These materials are:

- 12"x12" resilient floor tile with associated mastic located in various areas throughout the building.
- Cove Base with associated mastic located in various areas throughout the building.
- Mastic under under carpet, located in various areas throughout the building.
- TSI on pipes located in chases and in the crawlspace throughout the facility.
- TSI on pipes located in back of kitchen vent
- TSI on pipes located in the mechanical rooms.
- Residual sprayed-on ceiling material above 2'x2' drop ceiling material.
- Ceiling Tile Adhesive under acoustical ceiling tiles in room 108
- 2'x2' Drop ceiling tile located in various areas throughout the building.
- Insulated Roofing material located on GYM ceiling.
- Joint Compound on sheetrock in various areas throughout the facility.
- Grout under ceramic tiles in various areas throughout the facility.

The ACBMs were found to be in fair to good condition and should continue to be maintained under an operations and maintenance (O&M) program until they are removed. These ACBMs, if found in other areas of the school, should be assumed asbestos containing until sampling proves otherwise. The ACBMs appeared to present a low hazard to the subject property. However, material conditions may change suddenly or gradually.

There is a new addition to the original building that has been inspected According to the SIGMA Inspection report (Sigma#2180050),the new addition's building materials are asbestos free.

APPENDIX G
LICENSES & CERTIFICATIONS



Texas Department of State Health Services

TERRACON CONSULTANTS INC

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 100157

Expiration Date: 11/30/2024

Jennifer Shuford, MD, MPH,
Commissioner of Health

Control Number: 97529

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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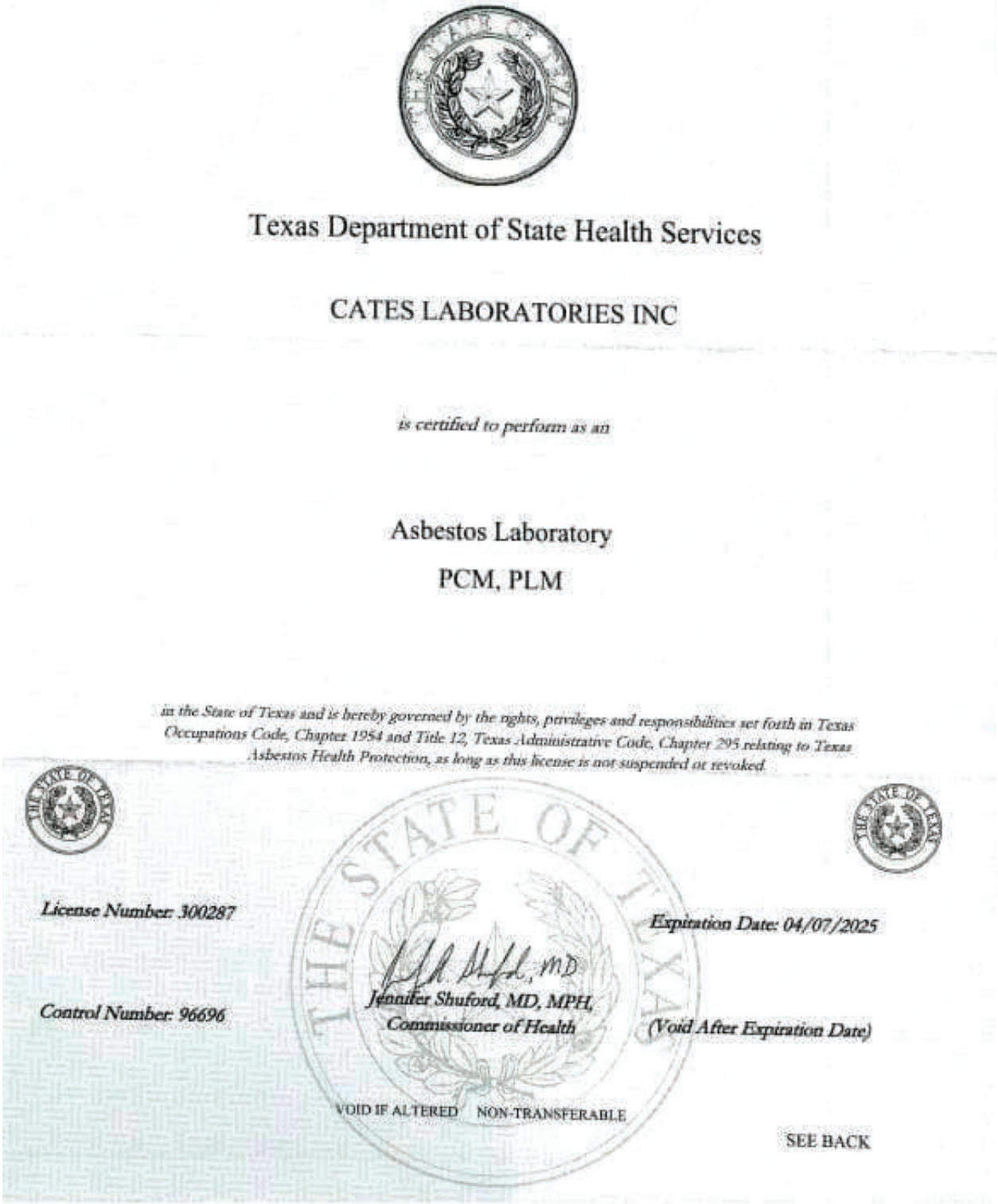

Texas Department of State Health Services

CATES LABORATORIES INC

is certified to perform as an

Asbestos Laboratory

PCM, PLM

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 300287

Expiration Date: 04/07/2025

Control Number: 96696

Jennifer Shuford, MD, MPH,
Commissioner of Health

(Void After Expiration Date)

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United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

ilac-MRA

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200569-0

Cates Laboratories, Inc.

Dallas, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-04-01 through 2024-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Cates Laboratories, Inc.
1339 Motor Circle
Dallas, TX 75207
Mr. John R. Cates
Phone: 214-920-5006 Fax: 1-972-767-0167
Email: jrcates@cateslab.com
http://www.cateslab.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 200569-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

Effective 2023-04-01 through 2024-03-31

Page 1 of 1

Texas Department of
State Health Services

Asbestos Individual Consultant

ROGER L BEAHM JR
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Control No. 98052
Expiration Date: 4-Jun-2024

Texas Department of
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RICHARD A KLENKE JR
License No. 105439
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Expiration Date: 8-Feb-2024

Texas Department of
State Health Services
Asbestos Inspector
JOSHUA A SMALL
License No. 603614
Control No. 100084
Expiration Date: 20-Sep-2023

Texas Department of
State Health Services
Asbestos Inspector
NATHAN L A-REYES
License No. 604107
Control No. 100578
Expiration Date: 6-Jun-2025

APPENDIX C
TDSHS NOTIFICATION

GEOTECHNICAL EXPLORATION

ADDITION (TO KITCHEN/CAFÉ) - W.A. BLAIR ELEMENTARY SCHOOL (ORG 109)

7720 Gayglen Drive
Dallas, Texas
ALPHA Report No. G231053
August 8, 2023

Prepared for:

DALLAS ISD
9400 North Central Expressway, 8th Floor
Dallas, Texas 75231
Attention: Ms. Kim Filkins

Prepared By:

ALPHA TESTING
WHERE IT ALL BEGINS

ALPHA TESTING
A Universal Engineering Sciences Company

Geotechnical
Construction Materials
Environmental
TBPELS Firm No. 813

2209 Wisconsin Street
Dallas, Texas 75229

Tel: 972-620-8911
Fax: 972-620-1302
www.alphatesting.com

August 8, 2023

Dallas ISD
9400 North Central Expressway, 8th Floor
Dallas, Texas 75231

Attention: Ms. Kim Filkins

Re: Geotechnical Exploration
Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
7720 Gayglen Drive
Dallas, Texas
ALPHA Report No. G231053

Attached is the report of the geotechnical exploration performed for the referenced project. This study was authorized by Purchase Order No. 920705 dated May 5, 2023 and performed in accordance with ALPHA Proposal No. 96129 dated March 22, 2023.

This report contains results of field explorations and laboratory testing and an engineering interpretation of these with respect to available project characteristics. The results and analyses were used to develop recommendations to aid design and construction of foundations and pavement.

ALPHA TESTING, LLC. appreciates the opportunity to be of service on this project. If we can be of further assistance, such as providing materials testing services during construction, please contact our office.

Sincerely,

ALPHA TESTING, LLC.

8/8/23

STATE OF TEXAS
SCOTT W. TAYLOR
129995
LICENSED
PROFESSIONAL ENGINEER

Scott W. Taylor, P.E.
Senior Geotechnical Engineer

Theodore A. (Tony) Janish, P.E.
Vice President

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ALPHA REPORT NO. G231053

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APPENDIX

A-1 Methods of Field Exploration
Boring Location Plan – Figures 1A and 1B

B-1 Methods of Laboratory Testing
Log of Borings
Key to Soil Symbols and Classifications

1.0 PURPOSE AND SCOPE

The purpose of this geotechnical exploration is for ALPHA TESTING, LLC. (ALPHA) to evaluate for Dallas ISD (Client) some of the physical and engineering properties of subsurface materials at selected locations on the subject site with respect to formulation of appropriate geotechnical design parameters for the proposed construction. The field exploration was accomplished by securing subsurface samples from widely spaced test borings performed across the expanse of the proposed construction site. Engineering analyses were performed from results of the field exploration and results of laboratory tests performed on representative samples.

Also included are general comments pertaining to reasonably anticipated construction problems and recommendations concerning earthwork and quality control testing during construction. This information can be used to evaluate subsurface conditions and to aid in ascertaining construction meets project specifications.

Recommendations provided were developed from information obtained in test borings depicting subsurface conditions only at the specific boring locations and at the particular time designated on the Log of Borings (boring logs). Subsurface conditions at other locations may differ from those observed at the boring locations and subsurface conditions at boring locations may vary at different times of the year. The scope of work may not fully define the variability of subsurface materials and conditions that are present on the site.

The nature and extent of variations between test borings may not become evident until construction. If significant variations then appear evident, our office should be contacted to re-evaluate our recommendations after performing on-site observations and possibly other tests.

2.0 PROJECT CHARACTERISTICS

The project site is within the W.A. Blair Elementary school campus located at 7720 Gayglen Drive in Dallas, Texas. A site plan illustrating the general outline of the property, provided by the Client, with ALPHA's boring locations noted on it is provided as the Boring Location Plan – Figure 1, included in the Appendix.

At the time of the field exploration, the area of the kitchen expansion consisted of existing flatwork. The area of the cafeteria expansion and playground consisted of existing asphalt paving. The area of the vestibule was an open grassy area with surrounding trees and existing flatwork. The area of the staff parking lot was an open grassy area. Cursory visual observations indicate the site is relatively level.

It is proposed to expand the kitchen and the cafeteria, construct a vestibule, and install new paving at the existing W.A. Blair Elementary School. The proposed kitchen expansion, cafeteria expansion, and vestibule are expected to be supported using a drilled pier foundation system. It is anticipated new paving areas will be constructed with portland cement concrete (PCC).

A grading plan was not available at the time of this geotechnical exploration. For the purposes of this study, we have assumed that cuts and fills up to 1 ft will be required to achieve final grades.

3.0 FIELD EXPLORATION

Using standard rotary drilling equipment, subsurface conditions on the project site were explored by drilling six (6) test borings in general accordance with ASTM D 420. The corresponding location and depth of each test boring are provided in Table A.

TABLE A		
Planned Construction	**Boring No.**	**Boring Depth, ft**
Kitchen Expansion	1	50
Cafeteria Expansion	2	50
Vestibule	3	50
Staff Parking Lot	4 and 5	5
Playground Pavement	6	10

The approximate location of each test boring is shown on the Boring Location Plan – Figure 1, enclosed in the Appendix. Details of drilling and sampling operations are briefly summarized in Methods of Field Exploration, Section A-1 of the Appendix.

Subsurface types encountered during the field exploration are presented on the Log of Boring sheets (boring logs), included in the Appendix. The boring logs contain our Field Technician's and Engineer's interpretation of conditions believed to exist between actual samples retrieved. Therefore, these boring logs contain both factual and interpretive information. Lines delineating subsurface strata on the boring logs are approximate and the actual transition between strata may be gradual.

4.0 LABORATORY TESTS

Selected samples of the subsurface materials obtained were tested in the laboratory to evaluate their engineering properties as a basis in providing recommendations for foundation design and earthwork construction. A brief description of testing procedures used in the laboratory can be found in Methods of Laboratory Testing, Section B-1 of the Appendix. Individual test results are presented on the Log of Boring sheets, enclosed in the Appendix.

5.0 GENERAL SUBSURFACE CONDITIONS

Based on the Geological Atlas of Texas from the Texas Bureau of Economic Geology, published by the University of Texas at Austin, the project site is generally located in alluvium/fluviatile terrace deposits overlying the Austin Chalk formation. The Austin Chalk generally consists of massive gray unweathered limestone, overlain by tan weathered limestone. Residual overburden soils associated with Austin Chalk formation generally consist of clays with very high shrink/swell potential. The alluvial and fluviatile deposits consist of predominantly sand, silts, gravel and clay.

Approximately 5 inches of asphalt pavement underlain by 3 to 4 inches of base material was present at the surface of Boring 2. Approximately 6 inches of asphalt pavement was present at the surface of Boring 6.

Within the maximum 50-ft depth explored at the project site, subsurface materials encountered in the test borings generally consist of clay (CH/CL), sandy clay (CH/CL) and sand (SP) soils underlain by tan and gray shaly limestone. Gray shaly limestone was encountered at depths of about 33 to 37 ft below existing grade in Borings 1, 2, and 3. Based on visual inspection of the samples obtained, it appears that the upper 2 to 5 ft of material encountered in Borings 2 and 5 is existing fill. The letters in parenthesis represent the soils' classification according to the Unified Soil Classification System (ASTM D 2487). More detailed stratigraphic information is presented on the Log of Boring sheets, included in the Appendix.

During the field exploration, free groundwater was encountered on drilling tools in Borings 1, 2, and 3 at depths of about 24 to 29 ft below the existing ground surface. Immediately after completion of drilling, groundwater was measured in the open boreholes at depths of 40 to 45 ft. Groundwater was not encountered in Borings 4, 5 and 6.

It is common to detect seasonal groundwater within existing fill material, the native clayey matrix, in the granular soils (sand), at the soil/rock (limestone) interface and from fractures within the rock, particularly during or after periods of precipitation. The sand is relatively permeable and is expected to have a rapid response to water movement. However, the clayey soils are relatively impermeable and are anticipated to have a relatively slow response to water movement. Therefore, several days of observation will be required to evaluate actual groundwater levels within the depths explored. Also, the groundwater level at the site is anticipated to fluctuate seasonally depending on the amount of rainfall, prevailing weather conditions and subsurface drainage characteristics. If more detailed groundwater information is required, monitoring wells or piezometers can be installed.

Further details concerning subsurface materials and conditions encountered can be obtained from the Log of Boring sheets provided in the Appendix.

6.0 DESIGN RECOMMENDATIONS

The following design recommendations were developed on the basis of the previously described Project Characteristics (Section 2.0) and General Subsurface Conditions (Section 5.0). If project criteria change, including structure location on the site, our office should conduct a review to determine if modifications to the recommendations are required. Further, it is recommended our office be provided with a copy of the final plans and specifications for review prior to construction.

The design information given in this report was developed assuming final grades are established within 1 ft of existing grades as discussed in Section 2.0. Further cutting and filling on the site beyond that assumed might require modifications to the recommendations provided in this report. Therefore, it is recommended our office be contacted before performing other cutting and filling on site to verify the appropriate design parameters are utilized for final foundation design. A final grading plan should be provided for review.

Differential movements can occur between the existing school building and the proposed additions. Methods should be implemented to allow for possible differential performance between the foundation systems of the existing structure and the new additions. Preventative measures should also be taken in order not to damage the integrity of the existing foundation system, pavement and flatwork during construction of the additions.

6.1 Existing Fill

Existing fill material was encountered in Borings 2 and 5 to depths of about 2 ft and greater than 5 ft below the existing ground surface (Boring 5 was terminated in the fill at a depth of 5 ft). The depth of the existing fill could be greater at other locations, and the lateral extent of the existing fill is not known. Although not encountered at the test borings, existing fill can contain organics, rubble, boulders and other unsuitable materials. Test pits could be performed prior to construction to assess the depth, lateral extent, and composition of the existing fill. ALPHA would be pleased to assist with a test pit program if desired. Excavation and grading contracts should contain provision for removal of unsuitable materials within the existing fill.

If compaction records are not available for the existing fill, the material should be considered uncontrolled fill material. Uncontrolled fill is not suitable for direct support of a grade-supported floor slabs. Pavement and flatwork areas should be properly prepared and tested as discussed in Section 7.1.

6.2 Drilled Pier Foundation System

The proposed additions to the school building could be supported using a system of drilled, straight-shaft piers bearing in gray shaly limestone. These piers should bear at least 2 ft into the gray shaly limestone. Deeper penetrations will be required to develop skin friction and/or uplift resistance. The gray shaly limestone was encountered at depths of about 35 to 37 ft below existing grade in Borings 1, 2 and 3 drilled in the structure areas.

Note: Temporary casing will be necessary to control caving soils and groundwater seepage that could occur in soils, near the interface of the overburden soil and rock (limestone), or from fractures in the soil and rock.

Drilled piers bearing at least 2 ft into gray shaly limestone can be dimensioned using a net allowable end-bearing pressure of 60.0 ksf and skin friction (in compression) of 8.0 ksf. The skin friction component should be applied only to the portion of the shaft located below the minimum 2 ft of penetration in the gray shaly limestone and below any temporary casing, if used.

The minimum clear spacing between piers should be at least two (2) pier shaft diameters (based on the larger diameter pier) to develop the full load carrying capacity from skin friction. Closer spacing will result in reduced skin friction resistance. The skin friction will vary linearly from the full value at a clear spacing of 2 diameters to 50 percent of the design value with no clear spacing.

Each pier should be designed with sufficient full-length reinforcing steel and a sufficient embedment into the gray shaly limestone to resist the uplift pressure (soil-to-pier adhesion) due to potential soil swell along the shaft from post construction heave and other uplift forces applied by structural loadings. The magnitude of uplift adhesion due to soil swell along the pier shaft cannot be defined accurately and can vary according to the actual in-place moisture content of the soils during construction. It is estimated this uplift adhesion will not exceed about 2.0 ksf. This soil adhesion is approximated to act uniformly over the upper portion of the drilled pier in contact with clayey soils within 12 ft of finish exterior grades.

The uplift resistance of each pier can be computed using an allowable skin friction value of 6.0 ksf acting uniformly over the portion of the shaft bearing in the gray shaly limestone. The top 2 ft of gray shaly limestone should be neglected in computing the uplift resistance of each pier. Also, uplift resistance should only be considered for the portion of the shaft in gray shaly limestone below the bottom of temporary casing. This uplift resistance value has a factor of safety of at least 2.

All grade beams connecting piers and pier caps should be formed and not cast in earthen trenches. Grade beams and pier caps should be formed with a nominal 12-inch void at the bottom. Commercially available cardboard box forms (cartons) are made for this purpose. The cardboard cartons should extend the full length and width of the grade beams and pier caps. Prior to concrete placement, cartons should be inspected to verify they are firm, properly placed, and capable of supporting wet concrete. Some type of permanent soil retainer, such as pre-cast concrete panels, must be provided to prevent soils adjacent to grade beams and pier caps from sloughing into the void space at the bottom. Additionally, backfill soils placed adjacent to grade beams must be compacted as outlined in Section 7.3.

Lateral analysis for drilled piers can be performed using the following design parameters (L Pile) provided for the site subsurface materials in Table B. The lateral resistance of the upper 6 ft of the pier shafts in contact with the clay overburden soil should be neglected.

TABLE B
Design Parameters For L-PILE

Material	Clay and Sandy Clay Soils[1]	Sand and Clayey Sand	Gray Shaly Limestone
L-Pile p-y Model	Stiff clay	Sand	Weak rock
Effective Unit Weight (γ), pci	0.069	0.072	0.081
Undrained Cohesion (c), psi	5.2	-	-
Friction Angle (F), degrees	-	30	
Rock Uniaxial Compressive Strength (q_u), psi	-	-	400
Rock Mass Modulus (E_r), psi	-	-	40,000
Rock Quality Designation (RQD)[2], %	-	-	75-95
Rock Strain Factor (k_{rm})	-	-	0.00005

[1] Resistance of clay soils situated within 6 ft of final exterior grades should be neglected due to potential soil shrinkage and disturbance.
[2] Rock Quality Designation (RQD) is based on our area experience and the results of the field exploration. Rock coring was not performed for this investigation.

6.3 Floor System for Pier-Supported Structure

Our findings indicate soil-supported slabs for the additions constructed within 1 ft of existing grade could experience soil-related potential seasonal movements of about 3 to 6 inches.

These potential seasonal movements were estimated in general accordance with methods outlined by Texas Department of Transportation (TxDOT) Test Method Tex-124-E, the results of swell tests, and engineering judgment and experience. Estimated movements were calculated assuming the moisture content of the in-situ soil within the normal zone of seasonal moisture content change varies between a "dry" condition and a "wet" condition as defined by Tex-124-E. Also, it was assumed a 1 psi surcharge load from the slab acts on the subgrade soils. Movements exceeding those predicted could occur if positive drainage of surface water is not maintained or if soils are subject to an outside water source, such as leakage from a utility line or subsurface moisture migration from off-site locations.

In view of these potential seasonal movements, the most positive floor system for the additions supported on piers is a system (slab) suspended completely above the existing expansive soils. A 12-inch void space should be provided between the bottom of the slab and top surface of the underlying expansive clays. Utilities and other fixtures below the building should be suspended from the floor and isolated from the active clay soils, and a minimum 12-inch void space should also be provided below the bottom of the utility or fixture. Cardboard carton forms or a deeper crawl space can be used to create the minimum void space. A ventilated crawl space is preferred. Provisions should be made for (a) adequate drainage of the under-floor space and (b) differential movement of utility lines, including areas where the utility penetrates through the grade beam and/or where the utility penetrates below grade areas.

6.4 Flatwork

Flatwork, pavement, and any other soil-supported structural elements will be subjected to the same level of movement as discussed in Section 6.3 (about 3 to 6 inches). If this level of movement is not acceptable, flatwork could be supported on drilled pier foundations as described in Sections 6.2. As an alternative, subgrade improvement could be considered for reduction in soil movements in any areas where post-construction movements would be critical. Our office should be contacted if subgrade improvement recommendations are desired.

6.5 Seismic Considerations

The Site Class for seismic design is based on several factors that include soil profile (soil or rock), shear wave velocity, and strength, averaged over a depth of 100 ft. Since our borings did not extend to 100-foot depths, we based our determinations on the assumption that the subsurface materials below the bottom of the borings were similar to those encountered at the termination depth of the borings. Based on Section 1613.2.2 of the 2018 International Building Code and Table 20.3-1 in the 2010 ASCE-7, we recommend using Site Class C (very dense soil and soft rock) for seismic design at this site.

6.6 Area Pavement

Clay soils encountered near the existing ground surface at the borings or similar material placed as engineered fill will probably constitute the subgrade for most parking and drive areas. Therefore, it is recommended the existing subsurface materials be improved prior to construction as recommended in Section 6.6.1 and Section 7.1. A qualified Geotechnical Engineer should be retained to provide subgrade monitoring and testing during construction. If there is any change in project criteria, the recommendations contained should be reviewed by our office.

Calculations used to determine the required pavement thickness are based only on the physical and engineering properties of the materials used and conventional thickness determination procedures. Pavement joining buildings should be constructed with a curb and the joint between the building and curb should be sealed. Related civil design factors such as subgrade drainage, shoulder support, cross-sectional configurations, surface elevations, reinforcing steel, joint design and environmental factors will significantly affect the service life and must be included in preparation of the construction drawings and specifications, but all were not included in the scope of this study. Normal periodic maintenance will be required for all pavement to achieve the design life of the pavement system.

The recommended subgrade preparation and pavement sections are considered the minimum necessary to provide satisfactory performance based on the expected traffic loading. In some cases, City minimum standards for subgrade preparation and pavement sections may exceed those provided.

6.6.1 Pavement Subgrade Preparation

Lime treatment of the pavement subgrade is not necessary for pavements subjected *exclusively* to passenger vehicle traffic, although lime treatment in these areas would be generally beneficial to the long-term performance of the pavement and improve constructability. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of -1 to +3 percentage points of the material's optimum moisture content.

Pavement subgrades in drive lanes, fire lanes, bus lanes, dumpster area and areas subjected to truck traffic should be lime treated. For budgeting purposes, the exposed surface of the pavement subgrade soil should be scarified to a depth of 6 inches and mixed with a minimum of 7 percent hydrated lime (by dry soil weight) in conformance with TxDOT Standard Specifications Item 260. Assuming an in-place unit weight of 100 pcf for the pavement subgrade soils, this percentage of lime equates to about 32 lbs of lime per sq yard of treated subgrade. The actual amount of lime required should be confirmed by additional laboratory tests prior to construction.

It is recommended lime treatment extend at least 1 ft beyond the edge of the pavement to reduce effects of seasonal shrinking and swelling upon the extreme edges of pavement. The soil-lime mixture should be compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of 0 to +4 percentage points of the mixture's optimum moisture content.

Lime treatment of the pavement subgrade soil will not prevent normal seasonal movement of the underlying untreated materials. Pavement will have the same potential for movement as discussed in Section 6.3 (about 3 to 6 inches).

Good perimeter surface drainage with a minimum slope of 2 percent away from the pavement is recommended. The use of sand as a leveling course below pavement supported on expansive clays should be avoided. Normal maintenance of pavement should be expected over the life of the structures.

6.6.2 Portland Cement Concrete (PCC) Pavement

Following subgrade improvement as recommended in Section 6.6.1, PCC (reinforced) pavement sections are recommended in Table C.

TABLE C
Recommended PCC Pavement Sections

Paving Areas and/or Type	Subgrade Thickness, Inches	PCC Thickness, Inches
Parking Areas Subjected Exclusively to Passenger Vehicle Traffic	Scarified and Compacted, 6	5
Drive Lanes, Fire Lanes, Bus Lanes, Areas Subject to Light Volume Truck Traffic	Lime Modified, 6	6
Dumpster Traffic Areas, Areas Subject to Moderate Volume Truck Traffic	Lime Modified, 6	7

PCC should have a minimum compressive strength of 3,000 psi at 28 days in parking areas subjected exclusively to passenger vehicle traffic. We recommend a minimum compressive strength of 3,500 psi at 28 days for the drive lanes, fire lanes, bus lanes, and truck areas. Concrete should be designed with 4.5±1.5 percent entrained air. Joints in concrete paving should not exceed 15 ft. Reinforcing steel should consist of No. 3 bars placed at 18 inches on-center in two directions.

Alternatively, lime treatment of the pavement subgrade could be eliminated by increasing the PCC thickness in the pavement sections presented Table C by 1 inch. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of -1 to +3 percentage points of the material's optimum moisture content.

6.7 Drainage and Other Considerations

Adequate drainage should be provided to reduce seasonal variations in the moisture content of foundation soils. All pavement and sidewalks within 10 ft of the structures should be sloped away from the structure to prevent ponding of water around the foundations. Final grades within 10 ft of the structure should be adjusted to slope away from the structures at a minimum slope of 5 percent. **Maintaining positive surface drainage throughout the life of the structures is essential.**

In areas with pavement, sidewalks or other flatwork adjacent to the structure, a positive seal must be maintained between the structure and the flatwork to minimize seepage of water into the underlying supporting soils. Post-construction movement of pavement and other flatwork is common. Normal maintenance should include examination of all joints in paving and sidewalks, etc. as well as resealing where necessary.

Several factors relate to civil and architectural design and/or maintenance, which can significantly affect future movements of the foundation and floor slab system:

- Preferably, a complete system of gutters and downspouts should carry runoff water a minimum of 5 feet from the completed structure or into a closed drainage system.

- Large trees and shrubs should not be allowed closer to the foundations than a horizontal distance equal to roughly their mature height due to their significant moisture demand upon maturing.

- Moisture conditions should be maintained "constant" around the edges of the structures. Ponding of water in planters, in unpaved areas, and around joints in paving and sidewalks can cause movements beyond those predicted.

- Planter box structures placed adjacent to the structures should be provided with a means to assure concentrations of water are not available to the subsoil stratigraphy.

Trench backfill for utilities should be properly placed and compacted as outlined in Sections 7.3 or 7.4 and in accordance with requirements of local municipal standards. Since granular bedding backfill is used for most utility lines, the backfilled trench should not become a conduit and allow access for surface or subsurface water to travel toward the structure. Concrete cut-off collars or clay plugs should be provided where utility lines cross building lines to prevent water from traveling in the trench backfill and entering beneath the structure.

7.0 GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

Variations in subsurface conditions could be encountered during construction. To permit correlation between test boring data and actual subsurface conditions encountered during construction, it is recommended a registered Professional Engineering firm be retained to observe construction procedures and materials.

Some construction problems, particularly degree or magnitude, cannot be anticipated until the course of construction. The recommendations offered in the following paragraphs are intended not to limit or preclude other conceivable solutions, but rather to provide our observations based on our experience and understanding of the project characteristics and subsurface conditions encountered in the test borings.

7.1 Site Preparation and Grading

All areas supporting the floor slab, flatwork, pavement or areas to receive fill should be properly prepared.

- After completion of the necessary stripping, clearing, and excavating and prior to placing any required fill, the exposed soil subgrade should be carefully evaluated by probing and testing. Any undesirable material (organic material, wet, soft, or loose soil) still in place should be removed.

- The exposed soil subgrade should be further evaluated by proof-rolling with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 20 tons to check for pockets of soft or loose material hidden beneath a thin crust of possibly better soil.

- Proof-rolling procedures should be observed routinely by a Professional Engineer, or his designated representative.

- Any undesirable material (organic material, wet, soft, or loose soil) exposed during the proof-roll should be removed and replaced with well-compacted material as outlined in Section 7.3.

- Prior to placement of any fill, the exposed soil subgrade should then be scarified to a minimum depth of 6 inches and recompacted as outlined in Section 7.3.

If fill is to be placed on existing slopes (natural or constructed) steeper than six horizontal to one vertical (6:1), the fill materials should be benched into the existing slopes in such a manner as to provide a minimum bench-key width of five (5) ft. This should provide a good contact between the existing soils and fill materials, reduce potential sliding planes, and allow relatively horizontal lift placements.

Slope stability analysis of embankments (natural or constructed) was not within the scope of this study.

The contractor is responsible for designing any excavation slopes, temporary sheeting or shoring. Design of these structures should include any imposed surface surcharges. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations. The contractor should also be aware that slope height, slope inclination or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state and/or federal safety regulations, such as OSHA Health and Safety Standard for Excavations, 29 CFR Part 1926, or successor regulations. Stockpiles should be placed well away from the edge of the excavation and their heights should be controlled so they do not surcharge the sides of the excavation. Surface drainage should be carefully controlled to prevent flow of water over the slopes and/or into the excavations. Construction slopes should be closely observed for signs of mass movement, including tension cracks near the crest or bulging at the toe. If potential stability problems are observed, a geotechnical engineer should be contacted immediately. Shoring, bracing or underpinning required for the project (if any) should be designed by a professional engineer registered in the State of Texas.

Due to the nature of the clayey soils found near the surface at the test borings, traffic of heavy equipment (including heavy compaction equipment) may create pumping and general deterioration of shallow soils. Therefore, some construction difficulties should be anticipated during periods when these soils are saturated.

7.2 Foundation Excavations

All foundation excavations should be properly monitored to verify loose, soft, or otherwise undesirable materials are removed and foundations will bear on satisfactory material. Soil exposed in the base of all foundation excavations should be protected against detrimental change in condition, such as surface sloughing, side disturbance, rain or excessive drying.

Surface runoff should be drained away from excavations and not allowed to pond in the bottom of the excavation. Concrete for foundations should be placed as soon as practical after the excavation is made. That is, the exposed foundation soils should not be allowed to become excessively dry or wet before placement of concrete. Drilled piers should be excavated and concrete placed the same day.

Prolonged exposure of the bearing surface to air or water will result in changes in strength and compressibility of the bearing stratum. Therefore, if delays occur, straight shaft drilled piers should be slightly widened and deepened to provide a fresh penetration surface, or a new (deeper) full penetration should be provided. Grade beam excavations for slab foundations should be slightly deepened and cleaned, in order to provide a fresh bearing surface.

All pier shafts should be at least 1.5 ft in diameter for pier stability considerations, to facilitate clean-out of the base and proper monitoring. Concrete placed in pier holes should be directed through a tremie, hopper, or equivalent. Placement of concrete should be vertical through the center of the shaft without hitting the sides of the pier or reinforcement to reduce the possibility of segregation of aggregates. Concrete placed in piers should have a minimum slump of 5 inches (but not greater than 7 inches) to avoid potential honey-combing.

Observations during pier drilling should include, but not necessarily be limited to, the following items:

- Verification of proper bearing strata and consistency of subsurface stratification with regard to boring logs,
- Confirmation the minimum required penetration into the bearing strata is achieved,
- Complete removal of cuttings from bottom of pier holes,
- Proper handling of any observed water seepage and sloughing of subsurface materials,
- No more than 2 inches of standing water should be permitted in the bottom of pier holes prior to placing concrete, and
- Verification of pier diameter and steel reinforcement.

During the field exploration, free groundwater was encountered on drilling tools in Borings 1, 2, and 3 at depths of about 24 to 29 ft below existing grade. From our experience, groundwater seepage should be expected during pier installation. In addition potentially caving soils (sand) were encountered above the shaly limestone in Borings 1, 2, and 3. ***Temporary casing will be necessary to control caving soils and groundwater seepage that are expected to occur in sandy***

soils, near the interface of the overburden soil and rock (limestone), or from fractures in the soil and rock. Casing should be seated in the shaly limestone below the depth of seepage, and all water and loosened material should be removed from the cased excavation before starting the design penetration. As casing is extracted, care should be taken to maintain a positive head of plastic concrete and minimize the potential for intrusion of water seepage. ALPHA should be contacted for further evaluation and recommendations if groundwater seepage or caving soils are encountered.

In some cases, it may not be possible to effectively seal off groundwater seepage with the use of temporary casing. If groundwater cannot be controlled by the use of casing, underwater placement of pier concrete will be considered. Special mix designs are usually required for tremied or pumped concrete. Proper concreting procedures should include placement of concrete from the bottom to the top of the pier using a sealed tremie or pumped concrete. The tremie should be maintained at least 5 ft into the wet concrete during placement. It is recommended a separate bid item be provided for casing and underwater concrete placement on the contractors' bid schedule.

Existing fill material was encountered in Borings 2 (2 ft) and Boring 5 (greater than 5 ft). The depth of the existing fill could be greater at other locations, and the lateral extent of the existing fill is not known. Although not encountered at the test borings, existing fill can contain organics, concrete and other rubble, boulders and other unsuitable materials. These materials could cause obstruction to drilled pier installation. Drilled pier contracts should contain provision for penetration and/or removal of obstructions.

7.3 Fill Compaction

Compaction should be accomplished by placing fill in about 8-inch thick loose lifts and compacting each lift to at least the specified minimum dry density. Field density and moisture content tests should be performed on each lift.

Clay fill should be processed and the largest particle or clod should be less than 6 inches prior to compaction.

Clay and sandy clay soils used for general fill with a PI less than 25 should be compacted to a dry density of at least 95 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of -1 to +3 percentage points of the material’s optimum moisture.

Clay and sandy clay soils used for general fill with a plasticity index equal to or greater than 25 should be compacted to a dry density of at least 95 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of 0 to +4 percentage points of the material’s optimum moisture.

In cases where mass fills are more than 10 ft deep, the fill/backfill below 10 ft should be compacted to at least 100 percent of standard Proctor maximum dry density (ASTM D 698) and within -2 to +2 percentage points of the material's optimum moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as previously outlined.

Even if fill is properly compacted as recommended, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing areas with deep fill and/or wall backfill.

In general site grading areas where final fill slopes will be four horizontal to one vertical (4:1) or steeper and greater than 5 ft in height, field density and moisture content tests should be performed on each lift.

7.4 Utilities

In cases where utility lines are more than 10 ft deep, the fill/backfill below 10 ft should be compacted to at least 100 percent of standard Proctor maximum dry density (ASTM D 698) and within –2 to +2 percentage points of the material's optimum moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as previously outlined. Density tests should be performed on each lift (maximum 12-inch thickness) and should be performed as the trench is being backfilled.

Even if fill is properly compacted, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing pavements and other structures over utility lines and other areas with deep fill. If this potential for settlement is not acceptable, it may be necessary to backfill areas below 10 ft using flexible base material or low strength flowable fill. We should be contacted for further evaluation and recommendations.

If utility trenches or other excavations extend to or beyond a depth of 5 ft below construction grade, the contractor or others shall be required to develop an excavation safety plan to protect personnel entering the excavation or excavation vicinity. The collection of specific geotechnical data and the development of such a plan, which could include designs for sloping and benching or various types of temporary shoring, is beyond the scope of this study. Any such designs and safety plans shall be developed in accordance with current OSHA guidelines and other applicable industry standards.

7.5 Groundwater

During the field exploration, free groundwater was encountered on drilling tools and/or in the open boreholes immediately upon completion in Borings 1, 2, and 3 at varying depths of about 24 to 45 ft below existing grade. From our experience with similar soils, groundwater seepage could be encountered in shallower excavations for foundations, utility conduits, and other general excavations at this site. The risk of encountering seepage increases with depth of excavation and during or after periods of precipitation. Standard sump pits and pumping may be adequate to control seepage on a local basis.

In any areas where cuts are made to establish final grades, attention should be given to possible seasonal water seepage that could occur through natural cracks and fissures in the newly exposed stratigraphy. *Also, seasonal groundwater seepage could occur where shaly limestone is at or near the final site grade and where it is exposed in slopes and cuts.* In these cases, subsurface drains may be required to intercept seasonal groundwater seepage. The need for these or other dewatering devices should be carefully addressed during construction. Our office could be contacted to visually observe final grades to evaluate the need for such drains.

8.0 LIMITATIONS

Professional services provided in this geotechnical exploration were performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water or groundwater. ALPHA, upon written request, can be retained to provide these services.

ALPHA is not responsible for conclusions, opinions or recommendations made by others based on this data. Information contained in this report is intended for the exclusive use of the Client (and their designated design representatives), and is related solely to design of the specific structures outlined in Section 2.0. No party other than the Client (and their designated design representatives) shall use or rely upon this report in any manner whatsoever unless such party shall have obtained ALPHA's written acceptance of such intended use. Any such third party using this report after obtaining ALPHA's written acceptance shall be bound by the limitations and limitations of liability contained herein, including ALPHA's liability being limited to the fee paid to it for this report. Recommendations presented in this report should not be used for design of any other structures except those specifically described in this report. In all areas of this report in which ALPHA may provide additional services if requested to do so in writing, it is presumed that such requests have not been made if not evidenced by a written document accepted by ALPHA. Further, subsurface conditions can change with passage of time. Recommendations contained herein are not considered applicable for an extended period of time after the completion date of this report. It is recommended our office be contacted for a review of the contents of this report for construction commencing more than one (1) year after completion of this report. Non-compliance with any of these requirements by the Client or anyone else shall release ALPHA from any liability resulting from the use of, or reliance upon, this report.

Recommendations provided in this report are based on our understanding of information provided by the Client about characteristics of the project. If the Client notes any deviation from the facts about project characteristics, our office should be contacted immediately since this may materially alter the recommendations. Further, ALPHA is not responsible for damages resulting from workmanship of designers or contractors. It is recommended the Owner retain qualified personnel, such as a Geotechnical Engineering firm, to verify construction is performed in accordance with plans and specifications.

APPENDIX

A-1 METHODS OF FIELD EXPLORATION

Using standard rotary drilling equipment, six (6) test borings were performed for this geotechnical exploration at the approximate locations shown on the Boring Location Plan – Figure 1. The borings were located in the field using a handheld GPS device or by pacing/taping and estimating right angles from landmarks which could be identified in the field and as shown on the site plan provided during this study. The locations of the test borings shown on the Boring Location Plan are considered accurate only to the degree implied by the methods used to define them.

Relatively undisturbed samples of the cohesive subsurface materials were obtained by hydraulically pressing 3-inch O.D. thin-wall sampling tubes into the underlying soils at selected depths (ASTM D 1587). These samples were removed from the sampling tubes in the field and examined visually. One representative portion of each sample was sealed in a plastic bag for use in future visual examinations and possible testing in the laboratory.

Representative samples of the subsurface materials were also obtained employing split-spoon sampling procedures in general accordance with ASTM Standard D 1586. Disturbed samples were obtained at selected depths in the borings by driving a standard 2-inch O.D. split-spoon sampler 18 inches into the subsurface material using a 140-pound hammer falling 30 inches. The number of blows required to drive the split-spoon sampler the final 12 inches of penetration (N-value) is recorded in the appropriate column on the Log of Boring sheets.

A modified version of the Texas Cone Penetrometer (TCP) test was used to assess the apparent in-place strength characteristics of the rock type materials. The TCP test consists of a 3-inch diameter steel cone driven by a 170-pound hammer dropped 24 inches (340 ft-pounds of energy) and is the basis for TxDOT strength correlations. In the modified version used for this study, a 140-pound hammer is dropped 30-inches for completion of the field test. Depending on the resistance (strength) of the materials, either the number of blows of the hammer required to provide 12 inches of penetration, or the inches of penetration of the cone due to 100 blows of the hammer are recorded on the field logs and are shown on the boring logs as “TX Cone” (reference: TxDOT Test Method TEX 132-E).

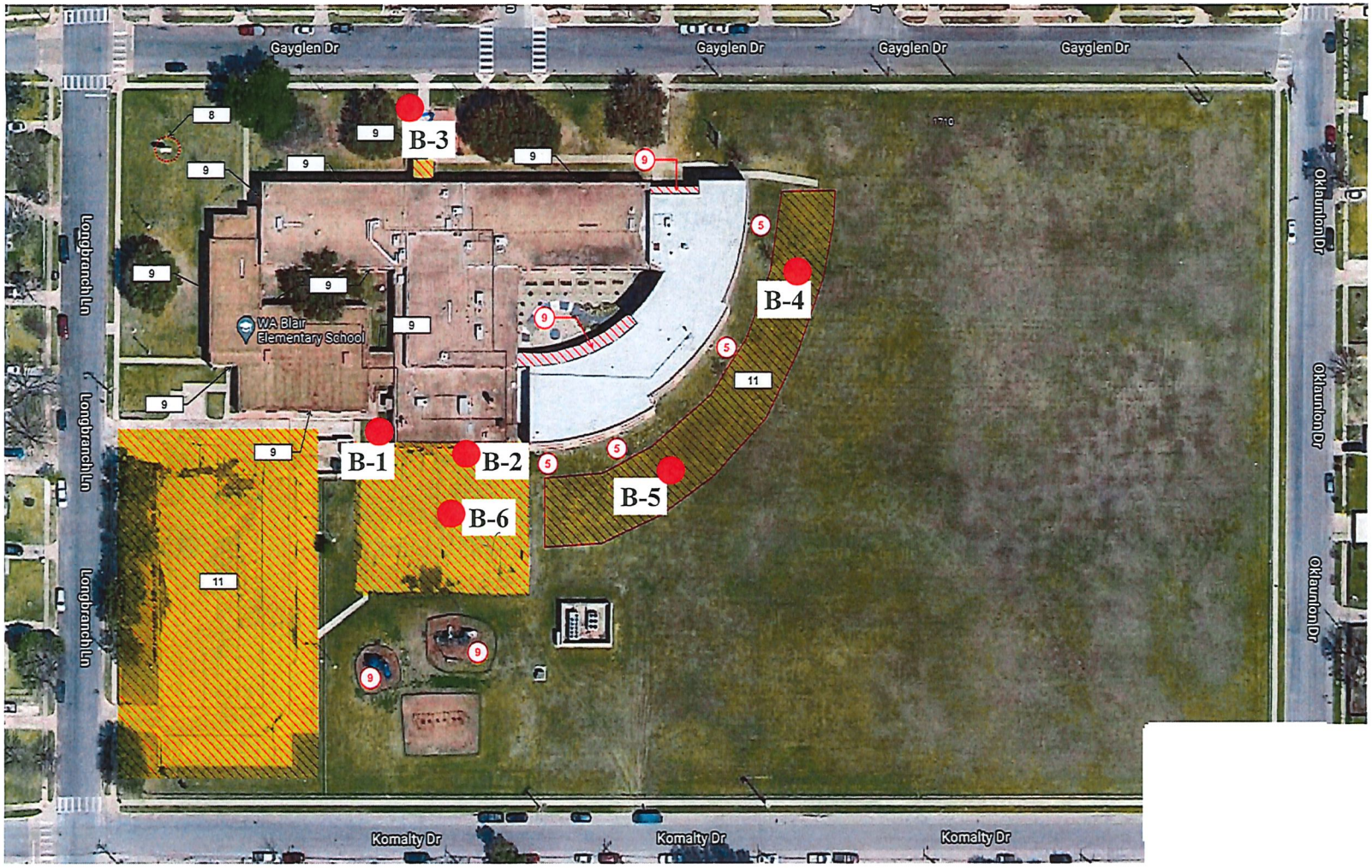
Boring logs are included in the Appendix. The boring logs show visual descriptions of subsurface strata encountered using the Unified Soil Classification System. Sampling information, pertinent field data and field observations are also included. Samples not consumed by testing will be retained in our laboratory for at least 14 days and then discarded unless the Client requests otherwise.

● **Approximate Boring Locations**

Geotechnical Exploration
Addition (to Kitchen/Café)
W.A. Blair Elementary School (ORG 109)
7720 Gayglen Drive
Dallas, Texas
ALPHA Report No. G231053

ALPHA TESTING
WHERE IT ALL BEGINS

Boring Location Plan
Figure 1A



● **Approximate Boring Locations**

Geotechnical Exploration
Addition (to Kitchen/Café)
W.A. Blair Elementary School (ORG 109)
7720 Gayglen Drive
Dallas, Texas
ALPHA Report No. G231053

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Boring Location Plan
Figure 1B

B-1 METHODS OF LABORATORY TESTING

Representative samples of the subsurface materials obtained were examined and classified by a qualified member of the Geotechnical Division and the boring logs were edited as necessary. To aid in classifying the subsurface materials and to determine the general engineering characteristics, natural moisture content tests (ASTM D 2216), Atterberg-limit tests (ASTM D 4318) and dry unit weight determinations were performed on selected samples. In addition, unconfined compression tests (ASTM D 2166) and pocket-penetrometer tests were conducted on selected soil samples to evaluate the soil shear strength. Results of these laboratory tests are provided on the accompanying Log of Boring sheets.

In addition to the Atterberg-limit tests, the expansive properties of the clay soils were further analyzed by absorption swell tests (ASTM D 4546). The swell test is performed by placing a selected sample in a consolidation machine and applying either the approximate current or expected overburden pressure and then allowing the sample to absorb water. When the sample exhibits very little tendency for further expansion, the height increase is recorded and the percent swell and total moisture gain calculated. Results of the absorption swell test are provided on the Log of Boring sheets, included in this Appendix.

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BORING NO.: 1
Sheet 1 of 1
PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 5/23/2023 **End Date:** 5/23/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in): 140 / 30

GROUND WATER OBSERVATIONS
▽ On Rods (ft): 27
▼ After Drilling (ft): 42
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
5		Brown CLAY				4.5+ 4.5+ 4.5+ 4.5+				16 17 15 15	48	18	30	1.6
		8.0												
10		Tan and Gray SANDY CLAY				4.5+				16	50	18	32	1.2
15		15.0				3.0				17				
20		Tan SAND			15					10				
25		▽			23					12				
		28.0												
30		Tan and Gray SANDY CLAY			8									
		34.0												
35		Tan Weathered SHALY LIMESTONE			50/ 2"									
		36.0												
40		Gray SHALY LIMESTONE			100/ 0.75"									
		▼												
45					100/ 0.5"									
50		50.0			100/ 0.5"									
		TEST BORING TERMINATED AT 50 FT												

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BORING NO.: 2
Sheet 1 of 1

PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 5/22/2023 **End Date:** 5/22/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in): 140 / 30

GROUND WATER OBSERVATIONS
▽ On Rods (ft): 29
▼ After Drilling (ft): 45
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		5" CONCRETE and 3"-4" of BASE	0.5				3.0				15				
		Dark Brown and Brown CLAY - FILL	2.0												
		Brown CLAY					4.0				19				
5							4.5+				20	47	17	30	
			6.0												
		Tan and Gray CLAY					4.5+				18				
10							4.5+				20	47	17	30	0.3
			13.0												
15		Tan and Gray SANDY CLAY					4.5+				15				
			18.0												
20		Tan SAND				15					9				
25						38					8				
			28.0												
30		▽ Tan and Gray SANDY CLAY				7									
35							2.5								
			37.0												
		Gray SHALY LIMESTONE													
40						100/ 0.75"									
45		▼				100/ 0.5"									
50			50.0			100/ 0.5"									
		TEST BORING TERMINATED AT 50 FT													

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BORING NO.: 3
Sheet 1 of 1
PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 6/26/2023 **End Date:** 6/26/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in): 140 / 30

GROUND WATER OBSERVATIONS
▽ On Rods (ft): 24
▼ After Drilling (ft): 40
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		Dark Brown CLAY				4.5+				12				
						4.5+				12				
		4.0												
5		Brown CLAY				4.5+	14.5		123	13	45	20	25	8.1
		6.0												
		Tan and Gray CLAY with calcarous deposits and gravel				4.5+				14				
		8.0												
10		Tan and Gray SANDY CLAY				4.5+				15	48	18	30	
		13.0												
15		Tan SAND			29					7				
20					17					4				
25		▽			18					18				
30					70/ 7"									
		33.0												
35		Tan Weathered SHALY LIMESTONE			50/ 1"									
		35.0												
		Gray SHALY LIMESTONE												
40		▼			100/ 0.75"									
45					100/ 0.75"									
50														
		50.0			100/ 0.5"									
		TEST BORING TERMINATED AT 50 FT												

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BORING NO.: 4
Sheet 1 of 1

PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 5/23/2023 **End Date:** 5/23/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in):

GROUND WATER OBSERVATIONS
▽ On Rods (ft): NONE
▼ After Drilling (ft): DRY
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
0		Brown CLAY				4.0				21	49	20	29	
						3.0	1.4		103	22				
5		5.0				3.0				23				
		TEST BORING TERMINATED AT 5 FT												
10														
15														
20														
25														
30														
35														
40														
45														
50														

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BORING NO.: 5
Sheet 1 of 1

PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 5/23/2023 **End Date:** 5/23/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in):

GROUND WATER OBSERVATIONS
▽ On Rods (ft): NONE
▼ After Drilling (ft): DRY
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
0		Brown and Orange SANDY CLAY - FILL				4.5+				12	32	15	17	
						4.5+				17				
5		5.0				3.0				18				
		TEST BORING TERMINATED AT 5 FT												
10														
15														
20														
25														
30														
35														
40														
45														
50														

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BORING NO.: 6
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PROJECT NO.: G231053

Client: Dallas ISD
Project: Addition (to Kitchen/Café) - W.A. Blair Elementary School (ORG 109)
Start Date: 6/27/2023 **End Date:** 6/27/2023
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Dallas, TX
Surface Elevation:
West:
North:
Hammer Drop (lbs / in):

GROUND WATER OBSERVATIONS
On Rods (ft): NONE
After Drilling (ft): DRY
After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		6" CONCRETE	0.5				2.5				26	52	22	30	
		Brown CLAY					4.0	1.4		103	19				
5			6.0				4.0	1.5		107	20				
		Tan and Gray CLAY	8.0				4.5+				20				
10		Tan and Gray SANDY CLAY with calcreous deposits	10.0				4.5+				16				
		TEST BORING TERMINATED AT 10 FT													
15															
20															
25															
30															
35															
40															
45															
50															

ALPHA TESTING

WHERE IT ALL BEGINS

KEY TO SOIL SYMBOLS AND CLASSIFICATIONS

SOIL & ROCK SYMBOLS

(CH), High Plasticity CLAY

(CL), Low Plasticity CLAY

(SC), CLAYEY SAND

(SP), Poorly Graded SAND

(SW), Well Graded SAND

(SM), SILTY SAND

(ML), SILT

(MH), Elastic SILT

LIMESTONE

SHALE / MARL

SANDSTONE

(GP), Poorly Graded GRAVEL

(GW), Well Graded GRAVEL

(GC), CLAYEY GRAVEL

(GM), SILTY GRAVEL

(OL), ORGANIC SILT

(OH), ORGANIC CLAY

FILL

SAMPLING SYMBOLS

SHELBY TUBE (3" OD except where noted otherwise)

SPLIT SPOON (2" OD except where noted otherwise)

AUGER SAMPLE

TEXAS CONE PENETRATION

ROCK CORE (2" ID except where noted otherwise)

RELATIVE DENSITY OF COHESIONLESS SOILS (blows/ft)

VERY LOOSE	0 TO 4
LOOSE	5 TO 10
MEDIUM	11 TO 30
DENSE	31 TO 50
VERY DENSE	OVER 50

SHEAR STRENGTH OF COHESIVE SOILS (tsf)

VERY SOFT	LESS THAN 0.25
SOFT	0.25 TO 0.50
FIRM	0.50 TO 1.00
STIFF	1.00 TO 2.00
VERY STIFF	2.00 TO 4.00
HARD	OVER 4.00

RELATIVE DEGREE OF PLASTICITY (PI)

LOW	4 TO 15
MEDIUM	16 TO 25
HIGH	26 TO 35
VERY HIGH	OVER 35

RELATIVE PROPORTIONS (%)

TRACE	1 TO 10
LITTLE	11 TO 20
SOME	21 TO 35
AND	36 TO 50

PARTICLE SIZE IDENTIFICATION (DIAMETER)

BOULDERS	8.0" OR LARGER
COBBLES	3.0" TO 8.0"
COARSE GRAVEL	0.75" TO 3.0"
FINE GRAVEL	5.0 mm TO 3.0"
COURSE SAND	2.0 mm TO 5.0 mm
MEDIUM SAND	0.4 mm TO 5.0 mm
FINE SAND	0.07 mm TO 0.4 mm
SILT	0.002 mm TO 0.07 mm
CLAY	LESS THAN 0.002 mm