REQUEST FOR COMPETITIVE SEALED PROPOSALS
CSP # 2619

Project: EV Charging Infrastructure at Transportation Services

Location: 6150 Synott Rd Houston, TX 77083

ISSUED BY (Owner):
Alief Independent School District
4250 Cook Road
Houston, Texas 77072

SUBMIT INQUIRIES TO: Alief ISD
Purchasing Department 12102 High
Star Dr.
Houston, Texas 77072
Email questions through the Bid Portal

ALIEF ISD PROCUREMENT WEBSITE

SECTION 1 – PROJECT OVERVIEW

Project Overview and Scope: Alief Independent School District ("AISD," "District," "Owner) is seeking **Competitive Sealed Proposals** from qualified proposers to provide construction services for a construction project located at Alief Transportation Center 6150 Synott Rd, Houston, TX 77083 to provide a complete functioning EV install DC fast charging infrastructure as per the drawings and specifications.

Estimated Budget: The estimated budget for this project is **$3,645,000.00**

Award/Contract Approval: This procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by the AISD Board. Subsequent to required approval, the only person authorized to commit AISD contractually is the Superintendent or his designee. This solicitation is an invitation for sealed proposals and neither this solicitation nor the response or the proposal from any prospective proposer/contractor shall create a contractual relationship that would bind AISD until such time as both AISD and the selected proposer/contractor sign a legally binding contract, which includes, without limitation, the terms required by AISD.

Pre-Proposal Meeting: Pre-Proposal meeting agenda will include review of topics that may affect proper preparation and submittal of proposals and is scheduled for **7/21/2026 10:00 AM (CT),** at 12135 High Star - Houston, TX 77072 Maintenance Building. Attendance at the pre-proposal meeting is not mandatory, but all proposers are highly encouraged to attend.

Proposal Deadline; Opening Time/Location: Sealed proposals for the construction work to be performed as required and/or contemplated under this request for competitive sealed proposals and as described herein and in the construction documents will be received no later than **08/13/2026 2:00 PM (CT),** Question Cut Off Date / Time **08/04/2026 2:00 PM (CT)** Proposals will be publicly opened and read aloud at 2:00 PM on **08/13/2026.**

Proposals shall be submitted electronically through the District's bidding portal on or before the date and time set to receive proposals. Vendors may retract/withdraw their proposals for modifications prior to the proposal due date and time. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of AISD, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

Contract Term: Actual work to be performed and the schedule for performance under this solicitation will be upon the terms, conditions, and timelines agreed upon by AISD and the selected contractor. **Time is of the essence for this project. All Work listed in the construction documents shall be substantially completed no later than July 15th 2027, the estimated project completion date. Final completion shall be completed no later than 30 days following substantial completion.**

Reservations and Waivers: This procurement solicitation shall be in accordance with applicable law and AISD policies and general terms, including the following:

1. This Request for Competitive Sealed Proposals does not obligate AISD to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. AISD assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-bid meetings, or any other costs incurred by proposers in connection with this procurement solicitation.

2. **AISD, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

3. **AISD RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**

4. **AISD RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**

5. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST ALIEF INDEPENDENT SCHOOL DISTRICT, AND/OR AISD'S BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

6. AISD reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by AISD, in its sole discretion.

7. A response to this procurement solicitation is an offer to contract with AISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. A contract is not formed unless and until a proposal is accepted and awarded by AISD after approval by the AISD Board of Trustees. AISD will utilize the AIA Document A101-2017 contract, as modified by AISD, along with the AIA Document A201 General and Supplementary Conditions, as modified by AISD. AISD's modifications to the AIA Documents are included herein as Exhibit C. Any exceptions to AISD's modifications to the AIA Documents must be clearly indicated in the proposer's submission. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to AISD's modifications to the AIA Documents.

8. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

9. Proposals received will become a part of AISD's official files without further obligation to the respondents.

10. Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of AISD, or to any consultant, employee, or member of AISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

11. No employee, officer or member of AISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.

12. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

1. **Definitions:**

Procurement Documents include the procurement requirements and the proposed contract documents. The procurement requirements consist of this Request for Competitive Sealed Proposals, including its exhibits and attachments, and all addenda. The proposed Contract Documents consist of the AIA Document A101-2017 contract, as modified by AISD; Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD; AIA Document A201 General Conditions, as modified by AISD; the Drawings and Specifications. The AIA Documents, as modified by AISD, are included herein as Exhibit C.

2. **Review of Construction Documents**

A complete set of documents (collectively, "Procurement Documents") shall be used in preparing a proposal; neither AISD nor AISD's architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of construction and/or procurement documents. Each prospective proposer should carefully review the construction documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve proposers from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the proposals have been opened, AISD shall have the right to review the proposals and examine the credentials and qualifications of each proposer to determine whether any or all of the proposals are responsive and to make a determination as to whether any one or more proposers are qualified, responsible contractors.

Proposers shall carefully study and compare the Procurement Documents with each other, shall examine the site and local conditions, and shall at once report to the architect errors, inconsistencies, or ambiguities discovered.

3. **Explanation to Proposers; Questions; Registration with Engineer**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the Procurement Documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any AISD response, interpretations, corrections, and/or changes to the procurement or construction documents will be in the form of an addendum.

All such addenda shall be posted where the original procurement documents were placed, including on AISD's bidding portal. Prospective proposers are responsible for obtaining issued addenda to the request for competitive sealed proposals to ensure they have the most current and complete Procurement Documents. Receipt of any addenda issued by AISD shall be acknowledged by the proposer with the proposal submission.

Procurement Documents may be obtained electronically at AISD's bidding portal **where all questions and/or requests for information must be submitted by the posted question deadline**.

For all proposers preparing to submit a proposal for the work enumerated in the construction documents to AISD, please register via AISD's bidding portal. This registration will allow AISD to maintain a proposer list and have the opportunity to submit responses to proposers' questions/requests for information equally with all proposers.

4. **General Requirements**
   a. AISD is seeking proposals from qualified, responsible contractors to provide construction services.
   b. The contractor must have the administrative and fiscal capability as well as experience to provide and manage the services requested.
   c. The contractor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations and orders of all authorities having jurisdiction over the contract.
   d. The contractor must be adequately insured and bonded.
   e. The contractor must employ qualified personnel with adequate training and experience and in adequate numbers.

5. **Proposer Eligibility for Contract Award**

In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and AISD must be able to determine that the proposer is responsible to perform the resulting contract satisfactorily.

Responsive proposals are those that comply with all material aspects of the solicitation, conform to the Procurement Documents, and meet the requirements set forth in this solicitation. Proposals that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.

Each proposer shall complete, and submit with the proposal, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance or required by a company or otherwise to perform the work, the proposer must be properly licensed prior to submitting a proposal to AISD and must furnish evidence of such licensing or credentials with the proposal.

Responsible proposers, at a minimum, must meet all of the following requirements:

- Be an experienced contractor who has served as a prime contractor on similar construction projects for schools/governmental entities and be knowledgeable about requirements for construction of and building elements for schools including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record, as detailed in this procurement solicitation;
  - Proposers must submit with their proposal the following evidence of proposer's safety record: proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the proposer.
- **Be able to obtain payment and performance bonds of the types and in the amounts described in this procurement solicitation;**
  - Proposers must provide a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation**. Proposers must include such letters in their proposals.**
  - Payment and performance bonds shall be provided after the proposal/contract award in order to proceed with contract execution.
  - Proposers shall include the related bond cost within their proposal amount.
- **Comply with all prevailing wage rate requirements;**
  - The contractor who is awarded a contract resulting from this procurement solicitation must pay not less than the Davis-Bacon wage rates are specific, locally prevailing wages and fringe benefits

determined by the U.S. Department of Labor (DOL). to a worker employed by it in the execution of a contract and must keep a record of such, as detailed in this procurement solicitation.

- **Be able to obtain all required permits.**
  - All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits, sprinkler permits, canopy permits, fence permits, etc. will be paid by the selected proposer.
  - Proposers shall include the related permitting and inspection costs within their proposal amount.
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have necessary management and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;
- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

6. Preparation for Proposal; Proposal Submittal

a. A proposal shall be complete, must include information provided on the attached forms, and may include any other forms or documents to support the proposal submitted by the contractor and shall be signed (either wet or electronic signature) by an authorized official of the company submitting the proposal. The person signing the proposal shall initial any changes or erasures appearing on the proposal forms.

b. Proposals shall be submitted electronically via the District's bidding portal on or before the date and time set to receive proposals.

c. Proposal security shall be submitted with each proposal in the percentages of the Base Proposal amount detailed below. Scanned copies of proposal security consisting of a certified check, cashier's check or bid bond in the amount below shall accompany the proposal response:
   1. five percent (5%) for projects with construction budgets up to $500,000, or
   2. ten percent (10%) for projects with construction budgets over $500,000.

   The certified check, cashier's check, or bid bond made payable to the Alief Independent School District must be delivered with signature required to the Purchasing Department at 12102 High Star Dr., Houston, TX 77072. The security will be retained until the Contract is signed and the required bonds have been furnished. If any contractor refuses to enter into a contract within thirty (30) days, Alief ISD will retain the security as liquidated damages, but not as a penalty. Proposal security will be returned to all bidders upon receipt of the Performance and Payment bonds presented by the awarded contractor.

7. **Selection Criteria**

In accordance with Sections 2269.153, 2269.155, and 2269.055 of the Texas Government Code, AISD will evaluate proposals on the basis of the following selection criteria:

Detailed Methodology for Scoring	Criteria Weight
Price – Proposed Price Proposers will receive an assigned share of the total available points for this criterion based on the total monetary value of the Proposal according to banded point categories shown in the "Table of Awarded Points," below. A formula will be used as follows to determine the award band for proposals based on each proposer's percentage above the low bid: Percentage Above Low Bid=(Your combination of fees and general conditions/lowest proposed combination of fees and general conditions. The result of the formula will be used to proportion the points awarded based on the "Table of Awarded Points," below.	**30**
Proposer's Experience & Reputation The Owner will consider the proposer's experience and reputation and the proposer's answers to the Questionnaire, including, but not limited to, the record of past performance, general reputation of the proposer, and the proposer's knowledge, reliability, character, integrity, skill, and stability; the proposer's experience rehabilitating commercial buildings inside Harris County, the proposer's experience with AISD, and the proposer's reputation for handling warranty work. Proposer's references (listed in proposer's A305) will be reviewed and evaluated.	**15**
Quality of Proposer's Services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer has a record of timely completion of work, compliance with laws, and warranty service. Owner will consider the answers to the Questionnaire which relate to the quality of the Proposer's services.	**15**
Whether Proposer's financial capability is appropriate to the size and scope of the project Proposer's financial and technical resources will be evaluated. Proposer has a positive asset to liability ratio and adequate bonding capacity. Evaluation of Proposer's responses to Financial Information Questionnaire of this RFP.	**5**
Proposer's Proposed Personnel Proposer's individual personnel proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Harris County school district/governmental entity work, the proposer's experience rehabilitating commercial buildings, projects of comparable cost, complexity, and timeframe to the work in the RFP. Organizational approach to the project is clear. Owner will review and evaluate the answers to the Questionnaire and resumes in proposer's A305.	**10**
Proposer's Safety Record AISD will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. The safety record shall be as defined in this RFP.	**5**
Proposer's proposed construction schedule Proposer's proposed construction schedule meets or exceeds the Substantial Completion and Final Completion dates set forth herein.	**20**
Total	**100**

Table of Awarded Points

Percentage Above Low	Percentage of Available Points Allocated
0% to 0.0125%	100.00%
0.0126% to 0.25%	99.00%
0.26% to 0.51%	97.50%
0.52% to 0.77%	96.00%
0.78% to 1.03%	94.50%
1.04% to 1.29%	93.00%
1.3% to 1.55%	91.50%
1.56% to 1.81%	90.00%
1.82% to 2.07%	88.50%
2.08% to 2.33%	86.50%
2.34% to 2.59%	84.50%
2.6% to 2.85%	82.50%
2.86% to 3.11%	80.50%
3.12% to 3.37%	78.50%
3.38% to 3.63%	77.50%
3.64% to 3.89%	76.50%
3.9% to 4.15%	75.50%
4.16% to 4.41%	74.50%
4.42% to 4.67%	73.50%
4.68% to 4.93%	72.50%
4.94% to 5.19%	71.50%
5.2% to 5.45%	70.50%
5.46% to 5.71%	69.50%
5.72% to 5.97%	68.50%
5.98% to 6.23%	67.50%
6.24% to 6.49%	66.50%
6.5% to 6.75%	65.50%
6.76% to 7.01%	62.50%
7.02% to 7.27%	59.50%
7.28% to 7.53%	56.50%
7.54% to 7.79%	53.50%
7.8% to 8.05%	50.50%
8.06% to 8.31%	47.50%
8.32% to 8.57%	44.50%
8.58% to 8.83%	41.50%
8.84% to 9.09%	38.50%
9.1% to 9.35%	35.50%
9.36% to 9.61%	32.50%
9.62% to 9.87%	29.50%
9.88% to 10.13%	26.50%
10.14% to 10.24%	23.50%
10.25% to 11%	17.50%
11.01% to 12%	11.50%
12.01% to 13%	5.50%
13.01% to 100%	0.00%

8. **Terms and Conditions**

This procurement solicitation shall be in accordance with applicable law, including Subchapter D of Chapter 2269 of the Texas Government Code (Competitive Sealed Proposal Method of Procurement), AISD policy, and the following terms and conditions of this procurement solicitation:

a. Contract Award. Award of a contract, if any, will be made to the proposer who submits the proposal that offers the best value for AISD, based on (a) the selection criteria in this request for competitive sealed proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) AISD's ranking evaluation. Tex. Gov't Code § 2269.155(a). AISD must first attempt to negotiate a contract with the selected proposer. AISD and its architect and/or engineer may discuss with the selected proposer options for a scope or time modification and any price change associated with the modification. Tex. Gov't Code § 2269.155(b). If AISD is unable to negotiate a satisfactory contract with the selected proposer, AISD must, formally and in writing, end negotiations with that proposer and proceed to the next proposer in the order of the selection ranking until a contract is reached or all proposals are rejected. Tex. Gov't Code § 2269.155(c).

b. Taxes. AISD is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against AISD.

c. Appropriated Funds. The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, AISD shall have the right to terminate the resulting contract at the end of the current or each succeeding AISD fiscal year if funds are not appropriated by AISD's Board of Trustees and/or Public Facility Corporation for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, AISD reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of AISD or the contractor. Upon termination of the contract, AISD shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur.

AIA Document A101-2017 contract, as modified by AISD; Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD; AIA Document A201 General Conditions, as modified by AISD

d. Insurance. Contractor must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, **Contractor must furnish to AISD certificate(s) of insurance as detailed in Exhibit A to the AIA Document A 101-2017 (see Section A. 3.1.1)**.

Type of Coverage	Amount of Coverage
Liability and other insurance	As detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD
Workers Compensation & Employers Liability Insurance	As detailed in Exhibit A hereto and Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD

Contractor must perform the duties and responsibilities pertaining to required workers' compensation coverages, as detailed in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD.

Contractor shall provide AISD with a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services 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.

Contractor shall provide AISD with a new certificate of coverage showing extension of coverage:

(1) Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
(2) No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

e. Performance and Payment Bonds. The successful contractor, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a performance bond and a payment bond as detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD (enclosed herein as Exhibit C).

Proposers must provide, with their proposals, a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.

f. Prevailing Wage Rates. A worker, laborer, or mechanic employed on a public work by or on behalf of AISD shall be paid: (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The AISD Board has determined the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Attached hereto as Exhibit B are the prevailing wage rates adopted by the AISD Board.

The contractor who is awarded a public works contract by AISD or a subcontractor of the contractor shall pay not less than the prevailing wage rates determined by AISD to a worker employed by it in the execution of the public works contract. A contractor or subcontractor who violates the requirement to pay prevailing wage rates shall pay to AISD, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the public works contract; AISD shall specify this penalty in the public works contract.

Obligation to keep Prevailing Wage Rates Records. A contractor and subcontractor employed on an AISD public works contract shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
(2) the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by AISD officers and agents. Tex. Gov't Code § 2258.024.

g. Permitting; Inspections. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Contractor must comply with all state and local building code requirements.

h. Safety Record of Proposer. AISD will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. The safety record shall be defined as a proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the proposer. *See* AISD Policy CVB (Local).

Proposers shall submit with their proposals:

a. Proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years,
b. a loss analysis from the proposer's insurance carrier, and
c. a loss history covering all lines of insurance coverage carried by the proposer.

i. Conflict of Interest. AISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any company who does business with AISD or who seeks to do business with AISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. *See* Attachment D – Proposer Certification Forms.

j. Discrepancies. Any discrepancies within the Construction Documents, including between the Drawings and Specifications, or errors must be reported to the architect for interpretation. The architect will at all times endeavor to explain and interpret all discrepancies, but does not bind itself for any interpretation not in writing. In the event of discrepancies which have not been interpreted in writing or conflicts within the Contract Documents, including drawings and specifications, the Proposer shall consider that the greater value or quantity shall apply and the submitted Competitive Sealed Proposal shall reflect this fact.

k. Materials. Any reference in the Construction Documents to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the architect/engineer shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing by the architect or engineer. See below section regarding Substitutions.

Where a definite material is specified, it is to set a standard, unless so noted that NO substitution allowed. Manufacturers of products not named in the Construction Documents will be required to show evidence satisfactory to the architect/engineer, that their product is equal in construction, similar in design, and will serve the intended purpose as the item specifically named.

l. Substitutions. The materials, products and equipment described in the Construction Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. **No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Proposals.** Such

requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposer shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

m. Appeal/Protest Process. Any Proposer who submitted a proposal may appeal AISD's award, if the appeal is based on deviations from laws, rules, regulations, or AISD Board policies. AISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to AISD's Director of Construction and Facilities. Complaints/appeals must be received by the close of business on or before the 15th AISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact AISD on the next business day after the award is announced and verify details concerning the award.

9. **Proposal Format**

All proposals must include the following (documentation must be complete):

1. Title Page
2. Table of Contents
3. Business Identification
4. Compliance with Procurement Documents
5. Evidence to be used for evaluation/selection criteria
6. All required documentation and attachments (see below)

10. **Required Documentation and Attachments**

The documentation and attachments listed below are required to be included with the proposal. All forms must be completed and signed.

Include the following for the Base Proposal:

1. Proof of Insurance – certificates of insurance of the types and amounts described in this procurement solicitation, including in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by AISD (enclosed as Exhibit C hereto)
2. Letter of statement from a bonding company that the proposer is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation
3. Proposal security (*see* Section 6.d)
4. A list of proposed subcontractors for the Project
5. Proof of Proposer's Safety Record – Proposers must submit:

a. Proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years,
b. a loss analysis from the proposer's insurance carrier, and
c. a loss history covering all lines of insurance coverage carried by the proposer.

6. Attachment A – Proposal Form – Base Proposal and Certification of Proposer
7. Attachment B – Proposer Questionnaire and Qualification Statement
8. Attachment C – Proposer Certification Forms
9. Attachment D – Asbestos-Free Materials and Inspection
10. Attachment E – Acknowledgement of Final Completion Documents

11. Attachment F – W-9 Form
12. Attachment G – Criminal History Certification Form
13. Attachment H: Certification Tracking Form

Exhibit A – AISD's Required Workers' Compensation Insurance Coverages

AISD shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

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 workers' 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 has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 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 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 furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services 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 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.

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 contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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 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 certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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 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.

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 of its employees providing services on the project for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    a. A certificate of coverage, prior to the other person beginning work on the project; and
    b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten 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 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.

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 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.

Exhibit B

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY/RECIPIENT AND SUBRECIPIENT CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 C.F.R. PART 200

The following provisions are required. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between Alief ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $350,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Alief ISD, Alief ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $15,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Alief ISD, Alief ISD reserves the right to immediately terminate any agreement in excess of $15,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Alief ISD. Alief ISD also reserves the right to terminate the contract immediately, for convenience, if Alief ISD believes, in its sole discretion, that it is in the best interest of Alief ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Alief ISD as of the termination date if the contract is terminated for convenience of Alief ISD. If Alief ISD terminates the contract for any reason, written notice of termination will be provided to vendor. Any award under this procurement process is not exclusive and Alief ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Alief ISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. In accordance with Executive Order 14173, Vendor's compliance with all applicable federal anti-discrimination laws is material to receiving payment from Alief ISD. *See* 31 U.S.C § 3729(b)(4) of Title 31. Vendor must not operate any programs or enforce any policies promoting Diversity, Equity, or Inclusion that violate any applicable Federal anti-discrimination laws or that are discriminatory on the basis of giving preferential treatment to certain protected classes, including sex, race, or national origin. Vendor agrees to conduct merit-based employment practices. Vendor certifies that it complies with all administration Executive Orders and does not include any activities that promote DEI activities.

Pursuant to Federal Rule (C) above, when federal funds are expended by Alief ISD, the equal opportunity clause

is incorporated by reference herein.

Does vendor agree to abide by the above? YES_____Initials of Authorized Representative of vendor

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the recipient or subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (D) above, when federal funds are expended by Alief ISD, the vendor certifies that during the term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (E) above, when federal funds are expended by Alief ISD, the vendor certifies that during the term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (F) above, when federal funds are expended by Alief ISD, the vendor certifies that during the term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

Pursuant to Federal Rule (G) above, when federal funds are expended by Alief ISD, the vendor certifies that during the term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to Alief ISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Alief ISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Alief ISD knows the certification is erroneous.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (H) above, when federal funds are expended by Alief ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(I) Procurement of Recovered Materials – When federal funds are expended by Alief ISD, Alief ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $15,000 or the value of the quantity acquired during the preceding fiscal year exceeded $15,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (I) above, when federal funds are expended Alief ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by Alief ISD, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by Alief ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Alief ISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Alief ISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES – 2 C.F.R. § 200.216

Alief ISD, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to,

the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 C.F.R. § 200.217

If vendor is a subrecipient of Alief ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by Alief ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by Alief ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Alief ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Alief ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure,

terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by Alief ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(a) AND (b)

To the greatest extent practicable and consistent with law, Alief ISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(c)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when Alief ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. **"Infrastructure"** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all

BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements"). The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to Alief ISD, and/or the awarding Federal agency.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that Alief ISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
(b) Subsection (a) does not apply to maintenance work.
(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

June 2, 2025

Texas Gulf Coast Area

CLASSIFICATION	2025 HOURLY RATE
ASBESTOS WORKER	$27.20
BRICKLAYER; MASON	$24.90
CARPENTER; CASEWORKER	$23.13
CARPET LAYER; FLOOR INSTALLER	$26.20
CONCRETE FINISHER	$23.83
DATA COMM/TELE COMM	$24.33
DRYWALL INSTALLER; CEILING INSTALLER	$24.33
ELECTRICIAN	$29.86
ELEVATOR MECHANIC	$39.78
FIREPROOFING INSTALLER	$22.99
GLAZIER	$23.25
HEAVY EQUIPMENT OPERATOR	$22.17
INSULATOR	$21.95
IRONWORKER	$26.50
LABORER, HELPER	$19.81
LATHERER; PLASTERER	$22.75
LIGHT EQUIPMENT OPERATOR	$28.75
METAL BUILDING ASSEMBLER	$24.00
PAINTER; WALL COVERING INSTALLER	$20.17
PIPEFITTER	$29.82
PLUMBER	$27.98
ROOFER	$22.50
SHEET METAL WORKER	$29.96
SPRINKLER FITTER	$23.00
STEEL ERECTOR	$26.00
TERRAZZO WORKER	$22.75
TILE SETTER	$22.00
WATERPROOFER; CAULKER	$24.00

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates
Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL INSTALLER; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

Exhibit C – AIA Documents A101-2017, Exhibit A to the AIA Document A101-2017, Insurance and Bonds; and A201-2017, all as amended by AISD

See Separate Exhibit C, attached

ATTACHMENT A: PROPOSAL FORM PART 1- BASE PROPOSAL

PROJECT TITLE: **CSP 2619 EV Charging Infrastructure at Transportation Services**

Location: 6150 Synott Rd Houston, TX 77083

Name of Proposer/Contractor: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

Receipt of Addenda: _____

Substantial completion for the entire Project shall be: _____ (Proposer to insert date)

1	**Total Proposal Amount Base Proposal**	_____ amount written (this governs) including allowance of $350,000 for construction contingency	$_____ Including allowance of $350,000 for construction contingency

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed.

Proposal prices are firm for acceptance by AISD for 60 days from the date opening of proposals has occurred.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ATTEST: _____
(Secretary, if Proposer is a Corporation)
SEAL:
(If Corporation)

CERTIFICATION OF PROPOSER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this procurement solicitation and the construction documents and certifies:

1. It is a reputable company regularly engaged in providing construction services necessary to meet the requirements, specifications, terms and conditions of the procurement solicitation.
2. The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of this procurement solicitation. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of this procurement solicitation and to obtain final completion for the entire project on or before July 31st 2026
4. Proposer proposes to furnish all labor, materials, supervision and any other services necessary to complete the project for the proposal amount(s) listed on Attachment A. The Proposal is based upon the materials, equipment and systems required by the Procurement Documents without exception. The undersigned certifies that the amount(s) contained in Attachment A have been carefully checked and are submitted as correct and final.
5. All statements, information, and representations prepared and submitted in response to this procurement solicitation are current, complete, true, and accurate. Proposer acknowledges that AISD will rely on such statements, information, and representations in selecting the successful proposer. Proposer shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
7. That all of the requirements of this procurement solicitation and the construction documents have been read and understood, including any amendments/addenda. In addition, compliance with all requirements, terms and conditions will be assumed by AISD if not otherwise noted in the proposal.
8. The individual signing below has authority to submit this proposal on behalf of Proposer

PROJECT TITLE:	**CSP 2619 EV Charging Infrastructure at Transportation Services**		
PROPOSER NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		**FAX:**	
EMAIL ADDRESS:			
WEBSITE URL:			

ATTACHMENT B – BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME:_____

CONTACT PERSON'S NAME AND PHONE NUMBER: _____

_____

Do you or any officer, partner, owner, sales representative, and/or spouse work for Alief ISD?

☐ Yes ☐ No

If yes, please specify: _____

Please indicate how you became aware of this procurement:_____

_____

I. ORGANIZATION

1. Type of Organization

_____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation, Incorporated in _____

2. Federal Employer Identification Number: _____

3. Number of persons currently employed: _____

4. How many years has your organization been in business as a contractor? _____

5. How many years has your organization been in business under its present business name? _____

List any other or former names your organization has operated under: _____

_____

6. If your organization is a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-president's name: _____

7. If your organization is a partnership, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Names(s) of general partner(s): _____

8. If your organization is individually owned, answer the following:

   Date of organization: _____

   Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals/owners: _____

II. LICENSING

1. List the jurisdiction(s) and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

   _____

   _____

2. List the jurisdiction(s) in which your organization's partnership or trade name is filed: _____

   _____

III. EXPERIENCE

1. List the categories of work that your organization normally performs with its own forces: _____

   _____

   _____

2. Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

   Has your organization ever failed to complete any work awarded to it?
   ☐ Yes ☐ No

   Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? ☐ Yes ☐ No

   Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? ☐ Yes ☐ No

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

Personnel

4. Given the scope and schedule of the Project, identify key personnel who would work on the Project including the Project Manager, Superintendent, and Estimator. Provide a resume and references for each individual, including information on projects they have worked on that are similar to this RFP. What assurances can you provide that these team members will be available for project start?
5. Describe, in detail, the proposed Project assignments and lines of authority and communication for each team member you anticipate to be directly involved in the Project. Indicate the estimated percentage of time these team members will be involved in the Project.
6. Provide a description of your firm's home office location, satellite office locations, number and types of equipment available to support this Project.

IV. FINANCING

Name of Proposer's Financial Institution: _____

Contact Person: _____ Title: _____

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

    a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
    b. Net Fixed Assets
    c. Other Assets
    d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provisions for income taxes, advances, accrued salaries and accrued payroll taxes)
    e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings)

2. Name and address of firm/individual preparing attached financial statement, and date thereof: _____

3. Is the attached financial statement for the identical organization (proposer) named on page one?
    ☐ Yes ☐ No

    If no, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary): _____

4. Will the organization whose financial statement is attached act as a guarantor of the contract for construction? ☐ Yes ☐ No

ATTACHMENT C – PROPOSER CERTIFICATION FORMS

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for AISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder: ☐ Yes ☐ No

City and state of vendor's principal place of business: _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) ☐ Yes ☐ No

Vendor certifies that this firm is a HUB (Required by some participating agencies) ☐ Yes ☐ No

Please include a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name:

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by AISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by AISD in a fiscal year of AISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to AISD for the duration of the Agreement; (2) promptly provide to AISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of AISD; and (3) on completion of the Agreement, either (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to AISD.

_____ Initials of Authorized Representative of Vendor, if applicable

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____ Fax Number: _____
Printed Name and Title of Authorized Representative: _____
Email Address: _____

Signature of Authorized Representative: _____ Date: _____

AISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Alief Independent School District (AISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with AISD or who seeks to do business with AISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of AISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of AISD, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of AISD.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"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. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***AISD Board of Trustees and Superintendent include:***

Dr. Darlene Breaux	Mr. Rick Moreno
Dr. Lily Truong	Ms. Janet Spurlock
Ms. Jennifer Key	Ms. Ann Williams
Dr. Gregg Patrick	Dr. Anthony Mays, Superintendent

- ***Current local government officers include, but are not limited to:***

Mr. Charles Woods	Mr. Vinson Lewis
Mr. Glenn Jarrett	Mr. Adam Tabor

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. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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 1/1/2021

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.

AISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

AISD is required to comply with HB 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of AISD that (1) requires an action or vote by the AISD Board of Trustees before the contract may be signed; (2) has a value of at least $1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to AISD at the time business entity submits the signed contract. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

(1) ***"Business Entity"*** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).
(2) ***"Interested Party"*** means a person:
    a) who has a controlling interest in a business entity with whom AISD contracts; or
    b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).
(3) ***"Controlling interest"*** means:
    a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
    b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
    c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
(4) ***"Intermediary"*** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
    a) receives compensation from the business entity for the person's participation;
    b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
    c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," vendors must:

(1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- **All vendors must complete Form 1295, even if no interested parties exist**
- In Section 2, insert "Alief Independent School District"
- In Section 3, insert the AISD RFP # for this proposal

(2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)
(3) have an authorized agent of the business entity **sign the form**
(4) **submit** the completed Form 1295 by **attaching the form to your proposal.**

AISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt. After AISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from AISD.

FELONY CONVICTION NOTICE FORM

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 an agreement 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 the agreement 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) states "this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Authorized Official's Name (Printed or Typed): _____

You must select one and sign below:

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____ **Date:** _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO AISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, AISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to AISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If AISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," AISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that AISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. AISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability AISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or AISD and determined by AISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that AISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

- ☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to AISD and that its proposal and all other information—including any pricing information—submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information—including any pricing information—submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement.**

_____
Vendor Name

_____ _____
Printed Name of Authorized Officer/Representative of Vendor **Title**

_____ _____
Signature **Date**

ATTACHMENT D – ASBESTOS-FREE MATERIALS AND INSPECTION

If awarded the project, the Contractor shall be responsible for ensuring that no asbestos containing building materials are used in the construction. The Contractor shall take whatever measures it deems necessary to ensure that all employees, suppliers, fabricators, and subcontractors, comply with this requirement.

At Final Completion the Contractor shall provide a certification letter certifying that the work does not contain asbestos containing building materials.

I hereby certify that I have read, understood and agree to the terms mentioned in this document.

Signature:_____

Printed Name & Title: _____

Company Name: _____

Date: _____

ATTACHMENT E – ACKNOWLEDGEMENT OF FINAL COMPLETION DOCUMENTS

If awarded this project, the General Contractor shall provide the following items at the project's final completion stage. The retainage shall not be released until all of the items have been fulfilled.

1. Completion of all discrepancies (punch list items) noted at the time of Substantial Completion
2. Submission of record drawings and specifications, and other record documents as required by contract documents.
3. Completion of all Owner training
4. Submission of all contractually-required attic stock and spare parts
5. Submission of all final Operation & Maintenance documents and other closeout deliverables
6. Submission of consent of surety to release retainage and final payment application.
7. Submission and approval of all remaining change order proposals, claims, and applications for payment
8. Payment of all costs incurred for equipment, material, labor and services against the Project
9. Submission of Asbestos Free Materials certification letter and certifications for lead and PCB's.
10. No liens have been attached against the project
11. No suits are pending by reason of Work on the Project Under the Contract for Construction
12. All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
13. All insurance required of the Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the owner
14. All public liability claims are adequately covered by insurance and that the builder shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as direct or indirect result of any transaction, event occurrence, or omission related to performance of the work completed under said Contract for Construction
15. All Work and Material Warranties Provided.
16. Unconditional Final Payment Release and Waiver Document Provided.
17. All inspections by governmental authorities having jurisdiction over the project must have been finalized and any remedial work required by those authorities must also be completed.
18. Certificate of Occupancy Provided.

I hereby certify that I have acknowledged and agree to provide the items listed in this document during the final completion stage if I were to be awarded with this project.

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

ATTACHMENT F – W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment G: Ch. 22 Criminal History Records Certification Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to AISD; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Criminal history records will be obtained by either the Contractor/Subcontractor or AISD, as follows:

(1) Contractor/Subcontractor: The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those "qualified school contractors" that (1) contract or subcontract to provide services to AISD; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas, for an employee, applicant for employment, or volunteer of the "qualified school contractor." All "qualified school contractors" are required to obtain their covered employees' criminal histories, certify compliance to AISD, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a "covered employee" (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by DPS for obtaining the person's national criminal history record information, which may include (but is not limited to) a complete set of the person's fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all criminal history record information that relates to all covered employees through the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a "qualified school contractor." Contractor/Subcontractor shall: (1) provide AISD with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to AISD that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.

(2) AISD: All Contractors/Subcontractors who are not "qualified school contractors" (in other words, all Contractors/Subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that AISD may obtain their covered employees' criminal history record information, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not "qualified school contractors" follow the instructions listed below, so that AISD may obtain their covered employees' criminal history record information. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should AISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse AISD for such costs; in the event Contractor fails to reimburse AISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that AISD may deduct such costs from any payment due and owing by AISD to Contractor.**

Definitions:

- Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. AISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 Tex. Admin. Code § 153.1101(7).
- Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- (1) a conviction or other criminal history information designated by AISD; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. AISD and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

On behalf of _____("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Alief Independent School District ("AISD") (and, in the case of a Subcontractor, certify to Contractor and AISD) that [**check one**]:

[ ] **OPTION A: Contractor/Subcontractor certifies that none of the employees of Contractor/ Subcontractor are *covered employees*, as defined above.** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to AISD that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to AISD. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If AISD,

in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide AISD with the name, date of birth, and any other requested information of such covered employees so that AISD may obtain criminal history record information on the covered employees, upon request by AISD.

Or

[ ] **OPTION B: Contractor/Subcontractor certifies that some or all of the employees of Contractor/ Subcontractor are *covered employees*, but the criminal history record information requirements do not apply to its employees or applicants for employment because:**

(1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**
(2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to AISD that:
(a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;
(b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to AISD; and
(c) If AISD, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide AISD with the name, date of birth, and any other requested information of its covered employees so that AISD may obtain criminal history record information on the covered employees, upon request by AISD.

Or

[ ] **OPTION C: Contractor/Subcontractor certifies that some or all of the employees of Contractor/ Subcontractor are *covered employees*, and Contractor/ Subcontractor is a "qualified school contractor."** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to AISD that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to AISD. If this option is selected, I further certify that:

(1) Contractor/Subcontractor certifies to AISD that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor. Contractor/Subcontractor provides AISD with the following fitness determination as to each covered employee, based on all criminal history record information obtained: None of the covered employees has a disqualifying criminal history.
(2) If Contractor/Subcontractor at any time receives information that a covered employee subsequently has a reported disqualifying criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify AISD in writing within 3 business days.
(3) Upon request by AISD, Contractor/Subcontractor will provide AISD with the name, date of birth, and any other requested information of covered employees so that AISD may obtain criminal history record information on the covered employees.

Or

[ ] **OPTION D: Contractor/Subcontractor certifies that some or all of the employees of Contractor/ Subcontractor are *covered employees*, and Contractor/Subcontractor is not a "qualified school contractor."** If this option is selected, I further certify that:

(1) For each covered employee **who is employed by or under a current offer of employment by Contractor/Subcontractor**, **Contractor/Subcontractor certifies to AISD that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to AISD**, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that AISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

(2) Contractor/Subcontractor shall provide AISD's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received by AISD at least ten (10) AISD business days prior to the start of the services to be performed by Contractor/Subcontractor at AISD is subject to exclusion from service, in AISD's sole discretion, until his or her criminal history record information can be obtained and reviewed by AISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** Because Contractor/Subcontractor is not a "qualified school contractor," it will not be permitted to view the criminal history record information obtained by AISD.

(3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that AISD will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that AISD will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by AISD through the procurement and/or contracting processes, to determine, in AISD's sole discretion, whether any covered employee(s) should be prohibited from serving at AISD. AISD will notify Contractor/Subcontractor of its determination.

(4) If AISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at AISD, in AISD's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by AISD through the procurement and/or contracting processes, AISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from AISD, the winning proposer/Contractor shall complete AISD's "Contractor Criminal History Background Check Certification" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that AISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of

birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with AISD, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at AISD, Contractor shall immediately notify AISD and provide AISD with all of the information listed in the preceding paragraph as to each additional covered employee, so that AISD may obtain the additional covered employees' criminal history record information. If, during the term of the contract with AISD, Contractor/Subcontractor ceases to employ a covered employee in connection with an AISD contract, whose information was previously provided to AISD, Contractor/Subcontractor shall immediately notify AISD of the same and provide AISD with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that AISD may unsubscribe from that individual's criminal history record.

If AISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by AISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at AISD.

I also certify to AISD (and, in the case of a Subcontractor, certify to Contractor and AISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____	_____	_____
Signature	Title	Date

Attachment H: Certification Tracking Form

The Alief Independent School District has an organization-wide commitment to promote fundamental fairness and equal opportunities in all facets of its operations. This Form provides a method by which primary contractors can furnish information related to their own business certifications and those held by participating subcontractors and suppliers. Information provided on this Form is for data tracking purposes only and does NOT influence the outcome of any evaluation or award process to any measure.

To be completed and signed by the Vendor submitting the proposal (Prime Vendor)			
Bid Package Total: *(May be omitted if submitted in conjunction with price proposal or quote)*	**$**		
Description of Work:			
Company Information			
Company Name:		**Tax ID#:**	
Does your company currently hold a business certification as listed in Exhibit 1 at the bottom of this page? Check one.	**Yes** ☐ If "**Yes**," proceed to Certification Information below. **No** ☐ If "**No**," proceed to Authorized Agent's Information.		
Certification Information			
Certifying Agency	**Certification Number**	**Certification Type** *(SBE, MBE, WBE, etc.)*	
Authorized Agent's Information			
***Authorized Agent's Name:**			
Authorized Agent's Email:		**Phone:**	
Company Address:			
City:		**State:**	**Zip:**

** Authorized Agent is a person who has the authority to enter into a legal binding contract with Alief ISD. If the proposer is a member of a joint venture formed for the purpose of this bid response, please duplicate this form as necessary.*

Required Signature.

The undersigned authorized agent agrees that all information they have submitted is correct to the best of their knowledge.

Authorized Agent's Signature (Please sign below)	**Date:**
X	

Exhibit 1. Business Certifications

SBE: Small Business Enterprise	**MBE:** Minority-Owned Business Enterprise
WBE: Woman-Owned Business Enterprise	**DBE:** Disadvantaged Business Enterprise
ACDBE: Airport Concessionaire Disadvantaged Business Enterprise	**PDBE:** Persons with Disabilities Business Enterprise
SDVBE: Service-Disabled Veteran-Owned Business Enterprise	**VBE:** Veteran-Owned Business Enterprise
LGBTBE: LGBT Business Enterprise	

PROPOSAL SUBMISSION MUST INCLUDE THIS FORM COMPLETED THROUGH SECTION A GOOD FAITH EFFORT, SECTION B SUBCONTRACTOR UTILIZATION IS REQUIRED TO BE COMPLETED AND RETURNED WITH THE FIRST PAY APPLICATION.

Prime Contractor and Subcontractor Performance Participation

Will your company self-perform the entire scope of work?

☐ **Yes.** I plan to self-perform the entire scope of work with my own workforce. Section A and B are to be omitted.

☐ **No.**

Will you use any subcontractors, sub consultants, suppliers (regardless of certification) as part of this bid/proposal?

☐ **Yes**. I plan to utilize subcontractors as part of this bid/proposal. Complete Sections A and B.

☐ **No.**

Section A. Good Faith Effort

All district prime vendors are asked to demonstrate positive and reasonable good faith efforts to subcontract with small and diverse subcontractors.

	Yes	No
1. Was contact made with certified firms at least one week before the bid was due to determine whether any certified firms were interested in subcontracting and/or joint ventures?		
2. Were contracts broken down to provide opportunities for subcontracting?		
3. Was your company represented at a pre-bid/proposal conference to discuss this proposal, providing you the opportunity to ask questions about this form and District inclusion efforts?		
4. Was information provided to subcontractors including, but not limited to bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications?		
5. Were subcontracting opportunities advertised in general circulation, trade associations, small and diverse focused organizations and/or chambers of commerce?		
6. Did you encourage non-certified firms to pursue certification status?		
7. Were negotiations conducted in good faith with interested certified firms?		
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of diverse businesses?		

Section B. Subcontractor Utilization

List ALL known subcontractors, suppliers, sub consultants, or sole proprietors that will be utilized in this bid/proposal at the time of submittal. Section B. is due in its entirety upon application of first payment to Alief ISD.

Subcontractor/Supplier Information

Subcontractor/Supplier Company's Name:				Estimated % of Proposed Contract Sum
Address:	City:	State:	Zip:	%
Contact Person:				
Phone:	Email:			
Certification Agency:	Certification #:			
Certification Type *(from Exhibit 1)*:				
Scope of Work:				

If you have additional Subcontractors/Suppliers include the total on the next page.

Subcontractor/Supplier Information Continued

Subcontractor/Supplier Company's Name:				Estimated % of Proposed Contract Sum
Address:	City:	State:	Zip:	%
Contact Person:				
Phone:	Email:			
Certification Agency:	Certification #:			
Certification Type *(from Exhibit 1)*:				
Scope of Work:				
Subcontractor/Supplier Company's Name:				Estimated % of Proposed Contract Sum
Address:	City:	State:	Zip:	%
Contact Person:				
Phone:	Email:			
Certification Agency:	Certification #:			
Certification Type *(from Exhibit 1)*:				
Scope of Work:				
Subcontractor/Supplier Company's Name:				Estimated % of Proposed Contract Sum
Address:	City:	State:	Zip:	%
Contact Person:				
Phone:	Email:			
Certification Agency:	Certification #:			
Certification Type *(from Exhibit 1)*:				
Scope of Work:				
Subcontractor/Supplier Company's Name:				Estimated % of Proposed Contract Sum
Address:	City:	State:	Zip:	%
Contact Person:				
Phone:	Email:			
Certification Agency:	Certification #:			
Certification Type *(from Exhibit 1)*:				
Scope of Work:				
			Total:	

If you have additional subcontractors/suppliers please make copies of this form.

DRAFT

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 « »
(In words, indicate day, month and year.)

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

« Description of Alief ISD Project»
«»

THE OWNER:
(Name, legal status and address)

« Alief Independent School District
4250 Cook Road
Houston, Texas 77072 »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

«*TBD*»« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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, as amended. Nothing contained in this Exhibit shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

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.

§ A.2.2 Liability Insurance

§ A.2.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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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§ A.2.2.2 The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date on which Owner begins to occupy or use any completed or partially-completed portions of the Work. If Owner occupies or uses any completed or partially-completed portion of the Work on any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work, pursuant to Paragraphs (partial occupancy or use - 201) and A.2.3.4. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk shall be primary and non-contributory.

§ A.2.2.3 The Architect shall be responsible for purchasing and maintaining the Architect's liability and worker's compensation insurance as provided in the AIA Document B102- 2017, as amended.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.0 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 may be liable, including the following:

§ A.3.1.0.1 Claims under state and federal 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 limits specified for mandatory coverage for the duration of the Project (see Sections A.3.2.5 and A.3.1.12);
§ A.3.1.0.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
§ A.3.1.0.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
§ A.3.1.0.4 Claims for damages insured by usual personal injury liability coverage;
§ A.3.1.0.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
§ A.3.1.0.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
§ A.3.1.0.7 Claims for bodily injury or property damage arising out of completed operations;
§ A.3.1.0.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18 indemnification); and
§ A.3.1.0.9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to Section A.3.2.13.

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide original certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) 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. The Contractor (and each Subcontractor) shall maintain the insurance coverages specified herein at all times during the term of the Contract or such later date specified herein. An additional certificate evidencing continuation of any insurance coverages that are required to remain in force after final payment, 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, its trustees, officers, employees, agents, and representatives as an additional insured or named insured when such coverages are required under the Contract Documents. All certificates required hereunder shall be in form and content satisfactory to Owner and shall include copies of all required insurance policies, declarations, and endorsements, containing all generally applicable conditions, definitions, and exclusions related to the Project.

§ A.3.1.1.1 Certificates must include a provision stating that coverages afforded under the policies will not be terminated, materially modified, or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner;

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§ A.3.1.1.2 Certificates must be written by an insurance company or companies satisfactory to owner and licensed to do business in the State of Texas by the Texas Department of Insurance, with a rating of not less than A-X in the latest available A.M. Best Key Rating Guide, Property-Casualty, and that permits waivers of subrogation; and

§ A.3.1.1.3 Certificates must be evidenced on an original ACORD Certificate of Insurance 25-S (7/90), AIA Document G715 current edition, each signed and with an original signature of the Authorized Representative, naming Owner as a certificate holder and attaching all endorsements required herein. Policy exclusions and restrictions should be clearly explained on the Certificate or in an attached letter from the Issuing Agency. Blank areas on the Certificate should have "not covered" written across the printed areas when coverage is not provided.

§ A.3.1.2 Deductibles. The Contractor shall disclose to the Owner any deductible applicable to any insurance required to be provided by the Contractor, and the Contractor shall be responsible for losses within the deductible.

§ A.3.1.3 Additional Insured Obligations. All insurance required herein shall name the Owner, its officers, employees, representatives and agents, as an additional insured, except Contractor's Worker's Compensation insurance. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, its trustees officers, employees, agents, and representatives, 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, its trustees officers, employees, agents, and representatives 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. All insurance required herein shall be, by endorsement, primary and non-contributory insurance with respect to the Owner, its trustees officers, employees, agents, and representatives 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, unless otherwise required by Owner.

§ A.3.1.4 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 and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner 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, unless otherwise delegated. 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 the Contract.

§ A.3.1.5 All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor waives all rights of subrogation against Owner, it employees, officers, trustees, and agents, for damages caused by fire or other perils to the extent covered by insurance pursuant to Article A.3, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary or as an insured. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar waivers, each in favor of the Owner. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section A.3.1.5 shall not prohibit this waiver of subrogation. 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.

§ A.3.1.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ A.3.1.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

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§ A.3.1.8 Contractor and its subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its subcontractors are in force and the necessary certificates and statements pursuant to Article A.3 have been received by Owner and the Architect has issued a written notice to proceed.

§ A.3.1.9 As an alternative and at Owner's sole option and expense, Owner may elect to furnish or to arrange for Contractor any part or all of the insurance required by this Article A.3. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ A.3.1.10 The Contractor shall furnish Owner all information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, amendments, renewals, notices, cancellations, and additional endorsements as required under the Contract Documents or as they are provided to Contractor, whichever is earlier.

§ A.3.1.11 The insurance required by Article A.3 shall be written for not less than the limits specified in the Contract Documents or the limits required by law, whichever coverage is greater. The stipulated limits of liability aggregate coverages shall be for this Project.

§ A.3.1.12 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.

§ A.3.1.13 In the event of partial or full occupancy by the Owner prior to Substantial Completion of the Project, the Contractor shall notify the property insurance carrier and obtain a "Use and Occupancy" waiver to prevent cancellation, lapse, reduction, or other invalidation of such insurance by occupancy. Certificates of endorsements for this wavier shall be furnished by the Owner and the Architect.

§ A.3.1.14 The Owner as fiduciary shall have power to adjust and settle a loss with property insurers. 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 under the insurance proceeds after notification of a Change in the Work in accordance with Article 7 of the General Conditions. The Contractor shall, as soon as the claim under the policy is settled, proceed with all due diligence with the rebuilding or reparation and shall not be entitled to any payment in respect thereto other than the said moneys received from insurance, but an extension of time for completion shall be allowed by the Architect for a just and reasonable period. All monies received under any such policies are to be paid to the Contractor by installments on the certificates of the Architect and to be applied in or towards the rebuilding or reparation of the work destroyed or injured. 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.

§ A.3.1.15 If the Contractor fails to purchase and maintain the required insurance, with all of the coverages and in the amounts described in the Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner, in its sole discretion, may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner, its trustees, officers, employees, agents, and representatives in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted to minimize the effect of any such failure on the Owner. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner, its trustees, officers, employees, agents, and representatives to the extent the loss would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar obligations and liabilities, each in favor of the Owner.

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§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor (and each Subcontractor) shall purchase and maintain 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. The Contractor (and each Subcontractor) shall maintain the required insurance without interruption from the date of commencement of the Work 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 insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ 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:

§ A.3.2.2.1.1 Policy limits of not less than:

§ A.3.2.2.1.1.1 Each Occurrence	One Million Dollars ($1,000,000) each occurrence Two Million Dollars ($2,000,000) aggregate (a designated Construction Project general aggregate limit shall be provided)
§ A.3.2.2.1.1.2 Medical Expense (per person)	Ten Thousand Dollars ($10,000) each occurrence (included with the per occurrence limits for Bodily Injury and Property Damage limits)
§ A.3.2.2.1.1.3 Products & Completed Operations	Two Million Dollars ($2,000,000) aggregate (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)
§ A.3.2.2.1.1.4 Personal and Advertising Injury	One Million Dollars ($1,000,000) each person
§ A.3.2.2.1.1.5 Fire, Lightning, or Explosion	One Million Dollars ($1,000,000)

§ A.3.2.2.1.2 Coverages including the following:

§ A.3.2.2.1.2.1 Occurrence Basis
§ A.3.2.2.1.2.2 Premises Operations
§ A.3.2.2.1.2.3 Contractual Liability Coverage (including insurance sufficient to cover Contractor's contractual indemnities)
§ A.3.2.2.1.2.4 Explosion, collapse, and underground (X, C, and U) coverage
§ A.3.2.2.1.2.5 Products/Completed Operations coverage for Contractor, its Subcontractors, and Owner
§ A.3.2.2.1.2.6 Broad Form Property Damage
§ A.3.2.2.1.2.7 Independent Contractors
§ A.3.2.2.1.2.8 General Aggregate Per Project Endorsement

§ A.3.2.2.1.3 All of the coverages which may be included in coverages A, B and C contained in the Standard Texas Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the completion of the Services for the Project.

§ 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:

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.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.3.2.3 Comprehensive Automobile Liability Insurance covering vehicles owned, hired, and non-owned vehicles used, by or on behalf of the Contractor, with minimum combined single limit of not less than « One Million Dollars » ($ « 1,000,000.00 ») per occurrence or $500,000.00 Bodily Injury (per person), $1,000,000.00 Bodily Injury (per accident), and $500,000.00 Property Damage (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. Owner and its trustees, officers, representatives, agents, and employees shall be endorsed as Additional Insureds, ATIMA (As Their Interests May Appear).

§ A.3.2.4 Excess (Umbrella) Liability Insurance of one times the Contract amount for all contracts with the following minimum and maximum: not less than Five Million Dollars ($5,000,000) Each Occurrence and Five Million Dollars ($5,000,000) Aggregate, with Aggregate Per Project Endorsement, and maximum limit of Twenty-Five Million Dollars ($25,000,000). The Umbrella shall provide coverage over the Workers' Compensation, General Liability and Comprehensive Automobile Liability Insurance Coverages. The Owner, the Architect and all Consultants listed on the Title Page of the Project Manual shall be listed as Additional Insureds on the Contractor's policy associated with the Project. Provisions shall be included for Waiver of Subrogation against the Owner and Architect and its Consultants.

§ A.3.2.5 Workers' Compensation not less than statutory limits mandated by state and federal laws with All States endorsement.

§ A.3.2.5.1 A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC- 83, or TWCC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project 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 has been completed and accepted by the governmental entity.

§ A.3.2.5.2 Persons providing services on the Project ("Subcontractor" in Texas Labor Code 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 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 furnishes persons to provide services on the Project.

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§ A.3.2.5.3 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.

§ A.3.2.5.4 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 Section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ A.3.2.5.5 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

§ A.3.2.5.6 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 governmental entity showing that coverage has been extended.

§ A.3.2.5.7 The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:

§ A.3.2.5.7.1 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

§ A.3.2.5.7.2 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.

§ A.3.2.5.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

§ A.3.2.5.9 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.

§ A.3.2.5.10 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.

§ A.3.2.5.11 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

§ A.3.2.5.11.1 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 of its employees providing services on the Project for the duration of the Project;

§ A.3.2.5.11.2 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;

§ A.3.2.5.11.3 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;

§ A.3.2.5.11.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

§ A.3.2.5.11.4.1 A certificate of coverage, prior to the other person beginning work on the Project; and

§ A.3.2.5.11.4.2 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;

§ A.3.2.5.11.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

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§ A.3.2.5.11.6 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
§ A.3.2.5.11.7 Contractually require each person with whom it contracts to perform as required by items a-f, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.12 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.

§ A.3.2.5.13 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.

§ A.3.2.5.14 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 for 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 statutory limits mandated by state and federal laws, including, at a minimum, « One Million Dollars » ($ « 1,000,000 ») Bodily Injury with Accident - each accident, « One Million Dollars » ($ « 1,000,000 ») Bodily Injury by Disease - each employee, and « One Million Dollars » ($ « 1,000,000 ») Bodily Injury by Disease - policy limit. A waiver of subrogation shall be granted in favor of the Owner.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§

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§ A.3.2.13 Contractor shall, at its expense, obtain and, during the progress of the Work, maintain full builder's risk "all-risks" or equivalent insurance policy, including boiler and machinery insurance, on said Work in the amount of the initial Contract Sum (or, if the Project is a Construction Manager at Risk project, Guaranteed Maximum Price), plus value of subsequent Contract Modifications and labor performed and cost of materials and equipment supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

§ A.3.2.13.1 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.

§ A.3.2.13.2 Coverage shall insure 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 structures, debris removal including demolition occasioned by enforcement of any applicable legal requirements, ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials, and all other perils, and shall include all work incorporated in the building and all materials for the same in or about the premises, including materials stored on-site, off-site and in transit, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ A.3.2.13.3 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall 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, "all-risks" 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.3.2.13.2, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

§ A.3.2.13.4 Form of policy to be used shall be "Completed Value Builder's Risk". Both the Owner and the Contractor shall be a named insured under the policy or policies, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors. Contractor shall furnish certified copies of the required policy or policies, with receipts for premiums paid for such insurance, to the Owner and the Architect.

§ A.3.2.13.5 Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final Completion and shall continue such insurance following Final Completion or, if necessary, replace such insurance policy with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.3.2.13.6 **If this 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.**

§ 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 by Contractor (and each Subcontractor, as applicable) from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor (and each Subcontractor, as applicable) shall maintain the required insurance without interruption from the date of commencement of the Work 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.)

« »

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§ 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.)

§ 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, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of the Contract Sum/Guaranteed Maximum Price
Performance Bond	100% of the Contract Sum/Guaranteed Maximum Price

Payment and Performance Bonds shall be in a form approved by the Owner.

§ A.3.4.1 Each bond shall be of a penal sum 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. The Contractor shall file copies of each bond with the county clerk and furnish the Owner with a file receipt. The bonds shall remain in full force throughout the contractual correction period of the Agreement. Except as provided below, such bonds shall be delivered to the Owner and the Architect prior to commencement of the Work. 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. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. (If a fixed contract amount or Guaranteed Maximum Price has not been determined at the time the contract is awarded, then the penal sums of the payment and performance bonds delivered to the Owner must each be in an amount equal to the Project budget, as specified in the request for qualifications or request for sealed proposals. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date 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 District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.)

§ A.3.4.2 All bonds shall fully comply with Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253, or their successors, and shall be issued by a surety company acceptable to the Owner and licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, with appropriate underwriting limitation, on the U.S. Treasury Department Circular No. 570 (Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies). 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 percent (10%) 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 percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that the amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital 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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§ A.3.4.3 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.

§ A.3.4.4 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 Contractor may be withheld until the Contractor provides additional surety or security.

Claims must be sent to the Contractor and his Surety, in accordance with Texas Government Code, Chapter 2253. The Owner will furnish in accordance with such Article, a copy of the payment bond, as provided therein, to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no responsibility because of any representation by any agent or employee.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »NONE

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General Conditions of the Contract for Construction

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

«

THE OWNER:
(Name, legal status and address)

« Alief Independent School District
4250 Cook Road
Houston, Texas 77072»
« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »

TABLE OF ARTICLES

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

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13 MISCELLANEOUS PROVISIONS

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda, and other Construction Documents issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents 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 (except to the extent that the proposal has been modified by the terms of the Contract), and portions of Addenda relating to bidding or proposal requirements. Any reference to any Contract Documents shall mean the document as amended and/or supplemented for this Project.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (the "Contract") and are as fully a part of the Contract as if attached hereto or repeated herein. 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 Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees, unless otherwise delegated. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract. Contractor's signing of the Agreement shall be considered as signing all Contract Documents identified therein.

§ 1.1.2.2 After execution of the original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, unless otherwise delegated, and signed by an authorized representative of Owner's Board of Trustees. As a material consideration for the making of the Contract, Modifications to the Contract shall not be construed against the maker of said Modifications.

§ 1.1.2.3 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 advertisement or invitation to bid and the Contractor's bid or proposal are included in the Contract Documents, then the advertisement or invitation to bid shall take precedence over the Contractor's bid or proposal, unless specifically agreed otherwise herein.

§ 1.1.2.4 Any reference to the Agreement, General Conditions, or any other Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, 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. The Contract Documents include all Construction Documents, such as Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all

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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 Section 61.1036, and any other standards to which the Architect is subject pursuant to applicable law or contract. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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 Construction Documents

Construction Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Construction Documents may include, without limitation, all Drawings, Specifications, submittals, transmittals, deliverables, instructions to Contractors, studies, surveys, models, sketches, and other similar materials or documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project.

§ 1.1.8 Project Manual

The Project Manual is a volume assembled for the Work which includes the bidding or proposal requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.9 Project Manual Addenda

Project Manual Addenda are written or graphic instruments issued 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 when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 Contract Sum

"Contract Sum" shall have the same meaning as in Section 4.1 of the Agreement, except when the Project is a Construction Manager at Risk Project, in which case "Contract Sum" shall have the same meaning as in Section 5.1 of AIA Document A133– 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended for the Project.

§ 1.1.11 Parties

The following definitions apply to parties named in the Contract Documents:

Owner: Alief Independent School District

Architect:
PBK Architects
11 Greenway Plaza 22nd floor
Houston, Texas 77046

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Contractor:
TBD

Program Manager: (NONE)

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 (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.

§ 1.1.12 Abbreviations

AIA:	American Institute of Architects
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISI:	American Institute of Steel Construction
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
NIC:	Not in Contract (indicates work not to be done by this Contractor under this Agreement)
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

§ 1.1.13 Miscellaneous Other Words

§ 1.1.13.1 Business Day
The term "business day" is a day the 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.

§ 1.1.13.2 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.

§ 1.1.13.3 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.

§ 1.1.13.4 Work Day
Work days are all calendar days except Holidays.

§ 1.1.13.5 Anticipated Adverse 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

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Anticipated Adverse Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Adverse Weather Days.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless the Contractor obtained a decision in writing from the Architect as to what shall govern before the submission of the Contractor's 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 decision shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

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

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

§ 1.2.4 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 most expensive combination of quality and quantity of Work indicated. If Drawings and Specifications are not in concurrence regarding quantity or quality, Contractor shall request interpretation from the Architect. For purposes of construction, the Architect shall determine in writing 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.

§ 1.2.4.1 Drawings are in part diagrammatic, and do not necessarily show complete details of construction, materials, or their performance, or installation, and do not necessarily show how construction details or other items of work or fixtures or equipment may affect any particular installation. These shall be ascertained by the Contractor from the Architect and correlated to bring the parts together to a complete whole.

§ 1.2.4.2 All dimensions shall be verified by field measurements and all work laid out to permit pipes, valves, ductwork, lights, panels, other items of construction, to be located as closely as possible to locations shown. All items shall be checked before installation to determine that they can be concealed properly, if appropriate, and that they clear any structural components, supports for other items, and cabinets and equipment or other mechanical, electrical or architectural items having fixed locations.

§ 1.2.4.3 Work shall be laid out to assure ready accessibility to valves, fittings, and other items requiring servicing, adjustment or checking.

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§ 1.2.4.4 Actual physical dimensions of specified stock items shall govern over dimensions shown for work to receive stock items. Custom items or modified stock items shall be fabricated to dimensions shown, or to fit into other dimensioned work.

§ 1.2.4.5 If Work is required in a manner which makes it impossible to produce the specified quality of Work, or should errors, omissions, or discrepancies exist in the Contract Documents, the Contractor shall request in writing an interpretation before proceeding with Work. If Contractor fails to make such a written request, no excuse or claim will thereafter be entertained for failure to carry out Work in a satisfactory manner as specified by Contract Documents. Should conflict occur in or between Drawings and Specifications which should reasonably have been ascertained by the Contractor, Contractor is deemed to have estimated and included in the Contract Sum the more expensive way of doing the Work

§ 1.2.5 Materials, Equipment and Processes

The mechanical, electrical, and plumbing drawings show the general arrangement and extent of the Work. Exact location and arrangement of the various parts shall be determined with the approval of the Architect after equipment has been selected and as the Work progresses.

§ 1.2.5.1 All Work 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 bidding instructions concerning equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. The Contractor shall be required to submit material data and drawings on all equipment, which may vary from the Drawings and Project Manual, and any interferences must be eliminated before Work proceeds.

§ 1.2.5.2 Where in the Project Manual, Specifications, and Drawings, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. 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. 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. Certain specified 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 functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved in advance 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 equality of equipment and materials that deviate from any of the indicated and specified requirements. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project in writing.

§ 1.2.5.3 Diagrammatic indications of piping, ducts, conduit, and other similar items are subject to adjustment to obtain required grading, passage over, under or around obstructions, to avoid exposure to finished areas, or unsightly, obstructing conditions. Contractor shall be responsible for coordination of these adjustments and recommending alternate solutions whenever design details affect construction feasibility, costs, or schedules. All manufactured articles, materials, and equipment shall be incorporated into the Work in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.6 Standards and Requirements

When the Work is governed by reference to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, the current edition as of the date of execution of the Agreement shall apply.

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Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.2.7 Errors in Construction Documents
The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions. The Contractor stipulates and agrees that the Owner has no duty to discover any errors, inconsistencies, or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. Owner makes no warranty as to the completeness, adequacy, and accuracy of any Drawings, Plans, Specifications or other Construction Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies, or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Sum due to delays or disruptions to the Work.

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

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Construction Documents
§ 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 Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. The Owner holds perpetual right to use all of the Construction Documents for this Project. 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 reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Construction Documents on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the copyright holder. 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.

§ 1.6 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 to the individual for which it was intended in person, by registered or certified mail, return receipt requested, by courier service providing proof of delivery, or by electronic transmission (facsimile or email), with electronic confirmation of receipt, if a method for electronic transmission is set forth in the Agreement. For notices delivered by electronic transmission and received after 5:00 p.m. on a day on which the recipient's offices are open, or on a weekend, Holiday, or other day on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next day on which the recipient's offices are open.

§ 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, return receipt requested, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Contract Documents or any other information or documentation in digital form, including, in the Owner's sole discretion, using AIA Document

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E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Notwithstanding any provision herein to the contrary, if the parties agree to an exchange of electronic data/CAD files, such transfer shall be in accordance with the provisions of Rule 1.103(d) of the Rules and Regulations of the Texas Board of Architectural Examiners. In this regard, the seals and signatures shall be removed from any Drawings or Project Manual and the following statement substituted: The record copy of this Drawing or Project Manual is on file at the Architect's office. This electronic document is released for the purposes of reference, coordination and/or facility management under the authority of Texas Registration Number Architect License No. (insert License #). Any modification of this Drawing or Project Manual shall be in compliance with the Texas Board of Architectural Examiner's rules.

§ 1.8 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 Section 1.7, above, or any use of Contract Documents or any other information or documentation in digital form inconsistent with those protocols set forth in Section 1.7, above, 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.

§ 1.9 Parties to Consult

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

§ 1.9.2 Contractor acknowledges that the Contract Sum reflects Owner's absolute budgetary limit for the Costs of the Work. Should the Contractor become aware of circumstances with respect to the Work that, if not addressed or remedied would lead to a cost overrun, it shall immediately notify Owner and Architect of the existence of such circumstances and its recommendation for addressing the circumstances, including any possible elimination or offset of the cost overrun. If at any time circumstances arise that might result in the Contract Sum being exceeded, the Owner, Contractor and Architect shall consult and revise the Drawings and Project Manual (including, but not limited to consideration of substitutions of materials) in such fashion as to cause the Work as revised to be accomplished for the Contract Sum; provided that no such revision shall result in a material diminishment of the square footage of the instructional facilities.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the Alief Independent School District, and is referred to throughout the Contract Documents as if singular in number. All parties understand that only the Board of Trustees acting as a body corporate has the authority to bind the Owner with respect to all matters requiring the Board's approval under current policy of the Board of Trustees, including, but not limited to, a Change Order or Construction Change Directive modifying the Contract Sum or an extension to the date of Substantial or Final Completion. The Board of Trustees may designate in writing one or more persons to represent the Owner and act on its behalf for such matters, as well as day-to-day operations under the Contract, in accordance with the current policy of the Board of Trustees; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Neither Architect nor Contractor may rely upon the direction of an employee of Owner who has not been designated as set forth herein, and Owner shall not be responsible, financially or otherwise, for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner with respect to matters requiring Owner's approval or authorization. The Owner has contracted with the Architect who will carry out the functions of administration of the Project and the initial arbiter of Claims as identified in Section 15.2.

§ 2.1.2 The Contractor acknowledges that no lien rights exist with respect to public property. The presence of the Owner, the Owner's representative(s) or Architect at the Work site does not imply acceptance or approval of the Work.

§ 2.1.3 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

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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.

§ 2.2 Evidence of the Owner's Financial Arrangements

Intentionally deleted.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities. Contractor shall pay for all permit fees and inspection fees required for performance of the Work other than inspection and testing fees which the Owner contracts for separately with a third party, and Certificates of Occupancy fees. All of such fees shall be considered Cost of the Work unless the Contractor is required to pay for them without reimbursement due to the Contractor's fault under other provisions of the Contract Documents.

§ 2.3.2 The 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 in the Agreement 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 whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a new Architect has been employed by Owner.

§ 2.3.4 If requested in writing by the Contractor prior to the start of the Work, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations, and utility locations for the site of the Project and a legal description of the site. Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. The Contractor shall not be entitled to rely on the accuracy of information furnished by the Owner and shall exercise proper diligence and take appropriate precautions relating to the safe performance of the Work. THE OWNER DOES NOT IN ANY WAY REPRESENT, WARRANT OR GUARANTY TO CONTRACTOR OR TO ANY OTHER PERSON THE RELIABILITY, CONSTRUCTABILITY, COMPLETENESS, OR ACCURACY OF ANY SURVEYS, REPORTS, STUDIES, TESTS, ARCHITECTURAL OR ENGINEERING PLANS, OR SIMILAR INFORMATION PROVIDED BY OWNER IN CONNECTION WITH THIS CONTRACT, NOR DOES THE OWNER REPRESENT, WARRANT OR GUARANTY THAT SUCH INFORMATION IS FREE FROM DEFECTS, ERRORS OR DEFICIENCIES, AND ALL SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES ARE HEREBY EXPRESSLY DENIED AND DISCLAIMED. The Owner shall not be liable to the Contractor or any other person for breach of warranty or misrepresentation in the event of any errors or deficiencies in such information provided to the Contractor by the Owner. The Owner's provision of a survey will not relieve the 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 required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request. Absent such timely request by Contractor, 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 Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. The cost of reproductions will be borne by the Contractor.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct non-conforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by the Contract or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights under Section 12.2.

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§ 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, after receipt of notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Amounts charged to the Contractor are subject to prior approval of the Architect and an appropriate Change Order shall be issued or the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the actual cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services and expenses made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days after receipt of written notice from the Owner therefor. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. 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 and in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship. Workmanship shall be of a quality to produce first class results. This shall mean that 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. All labor shall be performed in the best manner by laborers, workers, and mechanics skilled in their respective trades.

§ 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 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 By submission of a proposal, the Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work: (1) that the Contractor 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 the Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to timely complete the Work and perform its obligations hereunder and that the Contractor is sufficiently experienced and competent to do so; (3) that the Contractor 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 the Contractor, the Work, or the site of the Project; and (4) that the execution of the Contract and its performance thereof are within the Contractor's duly-authorized powers.

§ 3.1.5 Pursuant to Texas Education Code Section 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 Owner may terminate the 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.

§ 3.1.6 Contractor, its Subcontractors, Sub-subcontractors, suppliers, and other vendors shall bear responsibility for compliance with all applicable state and federal laws, regulations, guidelines, and ordinances applicable to the Work, including but not limited to, laws concerned with labor, equal employment opportunity, safety, minimum wages, and prevailing wage rates under Chapter 2258 of the Texas Government Code. Contractor further recognizes that the Owner and Architect do not owe the Contractor or any Subcontractor, Sub-subcontractor, supplier, or other

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vendor any duty to supervise or direct its work so as to protect such party from the consequences of its own conduct. Without limiting the foregoing, the Owner reserves the right to utilize one or more of its employees to function in the capacity of the Owner's inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

§ 3.1.7 The Contractor shall disclose the existence and extent of any financial interests, whether direct or indirect, such Contractor may have in any Subcontractor, Sub-subcontractor, supplier, and other vendor which the Contractor may propose for the Project.

§ 3.1.8 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained the Contract or inferable therefrom shall be deemed or construed to: (1) make Contractor the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status as described herein.

§ 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 the Contractor 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 the Contractor's own investigations, the Contractor is satisfied 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. The Contractor shall take field measurements of any existing conditions related to that portion of the Work, observe and verify any conditions at the site affecting it, and carefully compare them to the Construction Documents, and any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, locations, and other conditions shall be promptly rectified by the Contractor without any additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and discovering errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall, as part of the Contractor's preconstruction services, in reviewing the Contract Documents, endeavor to detect any errors, omissions, or inconsistencies in the design and other Contract Documents which may affect the performance or constructability of the Work and promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner 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.

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

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor an applicable 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 its position.

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§ 3.2.5 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 Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including: (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.

§ 3.2.6 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation or initiating a Request for Information (RFI). The Contractor shall not ask the Architect for observation of Work prior to the Contractor's field superintendent's personal inspection of the Work. If, in the opinion of the Architect or the Owner, the Contractor does not make a reasonable effort to comply with the above requirements or 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, and this causes the Architect or its Consultants to expend additional 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 and its Consultant's additional services and expenses made necessary by the Contractor's failure and the Owner shall be entitled to deduct such amounts from the Contract Sum. The Architect will give the Contractor prior notice of intent to bill for additional services and expenses before additional services are performed or additional expenses are incurred.

§ 3.2.7 Contractor shall not perform any Work that may be affected by any condition or circumstance for which Contractor is required to notify the Architect and Owner under this Section 3.2 without further written instructions to Contractor or revised Construction Documents from the Architect. If the Contractor believes that additional Contractor 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 Section 3.2 the Contractor shall notify the Owner prior to incurring such additional cost or expending such additional time and, if any necessary changes, including substitution of materials, are not accomplished by appropriate Modification, Contractor may submit Claims as provided in Article 15. The Contractor shall not be entitled to any additional time, compensation, or other allowance for any error, negligence, or additional Work caused by Contractor's failure to visit the site, verify site conditions, and thoroughly study and compare the Construction Documents as required under this Section 3.2.

§ 3.2.8 If the Contractor fails to perform the obligations of this Section 3.2, the Contractor shall also be responsible for paying 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, including any extra efforts as required to bring the project back into alignment with the original schedule. Without limiting the foregoing, the Contractor shall be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents, differences between field measurements or conditions and the Contract Documents, nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, and limitations of the Contractor's ability to satisfactorily perform the Work or to honor an applicable warranty, and limitations of or interference with the Owner's intended use, caused by products or systems specified when: (1) such errors, inconsistencies, omissions, differences, nonconformities, or limitations are the fault of Contractor, in whole or in part, (2) the Contractor failed to discover such errors, inconsistencies, omissions, differences, nonconformities, or limitations due to its failure to properly perform the obligations of Section 3.2, (3) the Contractor recognized such errors, inconsistencies, omissions, differences, nonconformities or limitations and failed to report them to the Architect and the Owner, or (4) the Contractor should have detected such errors, inconsistencies, omissions, differences, nonconformities, or limitations as part of Contractor's performance of its obligations under the Contract Documents, including the performance of Contractor's preconstruction services.

§ 3.2.9 Notwithstanding the delivery of a survey or other documents by the Owner, prior to performing any Work, Contractor shall, if applicable, independently determine the location of all utility lines as shown and located on the plans and specifications, including 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 the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. 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, Contractor shall, if applicable, review the appropriate AHERA and hazardous materials surveys for the particular site(s) involved in the Project,

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and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform the 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.

§ 3.3 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 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. Contractor shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed without acceptance of changes proposed by the Contractor, the Contractor shall not be responsible for any resulting loss or damage to the extent that the acceptance of Contractor's proposed alternative means, methods, techniques, sequences, or procedures would have avoided such loss or damage.

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

§ 3.3.2.1 Contractor shall, before any duties are performed on Owner's property where students are present, and at least annually thereafter, obtain all criminal history information required by Texas Education Code Chapter 22; unless Owner, in its sole discretion, determines in writing that an exception applies under Section 22.08341(c) of the Texas Education Code, subject to Contractor's and all Subcontractors' compliance with Section 22.08341(i) of the Texas Education Code. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. The form of certification by the Contractor shall be supplied by the Owner and must be supplemented by the Contractor as required by law, or as requested by Owner. Upon request by Owner, Contractor will provide, in writing, updated certifications and the names and any other requested information regarding individuals to whom Chapter 22 applies, so that the Owner may obtain criminal history record information on such individuals. Contractor shall assume all expenses associated with obtaining criminal history record information. It shall be the responsibility of the Contractor and the entities with which the Contractor contracts to ensure compliance with this provision.

§ 3.3.2.1.1 Subcontractors or any Subcontractor entity, as defined by Texas Education Code Chapter 22, shall be required by the terms of their contract with Contractor or any other contracting entity (as defined in Texas Education Code Chapter 22), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 3.3.2.1.2 Contractor will not assign any "covered employees" 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

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taken precautions or imposed conditions to ensure that the employees of Contractor or any Subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.3.2.1.3 For the purposes of this Section 3.3.2.1, "covered employees" means employees, agents or Subcontractors of Contractor or a Subcontractor 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. "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 Section 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 Offenses 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. Disqualifying criminal history also includes pending charges, conviction, probation, or deferred adjudication for any one of the following: (1) Any offense against a child; (2) Any sex offense; (3) Any crimes against persons involving weapons or violence; (4) Any felony offense involving controlled substances; (5) Any offenses involving the sale or distribution of controlled substances; (6) Any offenses involving dishonesty, fraud, deceit, theft, misrepresentation; (7) Two or more offenses committed within any 12-month period involving public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct; and (8) Offenses involving abuse under the Texas Family Code. Owner shall be solely responsible for making the final determination of what constitutes direct contact with Owner's students and what constitutes a disqualifying criminal history.

§ 3.3.2.2 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 any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with Owner's students or employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students or employees. 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 or the general public. Sexual harassment is strictly forbidden. Any employee of the Contractor or a Subcontractor who is found to have engaged in any such conduct shall be subject to appropriate disciplinary action by the Contractor or Subcontractor, including immediate removal from the job site.

§ 3.3.2.3 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, including wearing shirts at all times, and "badging" of Contractor's employees, Subcontractors, and all other persons carrying out the Work on the job site for identification. Contractor shall ensure that all construction workers, whether Contractor's own forces or the forces of Contractor's Subcontractors, 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 name in a typeface large enough to be seen from a reasonable distance. Contractor shall furnish to Owner (and update, as appropriate) photo identification of all workers and employees.

§ 3.3.2.4 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's campus principal or other facility administrator. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

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§ 3.3.2.5 Contractor shall follow, and shall require all employees, agents and 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.

§ 3.3.2.6 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.

§ 3.3.2.7 Any individual found by Owner to have violated the standards of conduct or restrictions set forth in Section 3.3.2 is subject to immediate removal from the job site and, in Owner's sole discretion, permanent removal from the Project or 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 material breach of the Contract justifying the immediate termination by Owner pursuant to Article 14. THE CONTRACTOR HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FROM AND AGAINST CONTRACTOR'S AND ANY SUBCONTRACTOR'S FORCES' NON-COMPLIANCE WITH THE STANDARDS OF CONDUCT OR RESTRICTIONS SET FORTH IN SECTION 3.3.2, NON-COMPLIANCE WITH CRIMINAL LAW, AND NON- COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Contractor shall place similar language in its subcontract agreements, requiring its 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.

§ 3.3.3 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. Copies of inspection reports, photographs or other related records shall be made available to the Owner for review if requested. Reports and documentation shall be formatted and developed in a logical format indicating dates, time of day, findings and the person performing the inspection.

§ 3.3.4 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 obligation to provide for the safety of their employees, persons, and property and the requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section 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 Occupational Safety and Health Administration.

§ 3.3.5 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303, and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq. 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. 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.

§ 3.3.6 The Contractor has the responsibility to ensure that all Subcontractors, Sub-subcontractors, suppliers, and their agents and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work with that of all trades, Subcontractors, and others on the Project, including deliveries, storage, installations and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of all materials and equipment required under the Contract Documents. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

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

§ 3.3.8 In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the Work to bring the Work back on schedule. Contractor may be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to a Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and then only (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph 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 Scheduled Completion Date.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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.

§ 3.4.1.1 The Contractor and any Subcontractor or Sub-subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008, any individual the Contractor, Subcontractor, or Sub-subcontractor directly retains and compensates for services performed in connection with the Contract. Any Contractor, Subcontractor, or Sub-subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.4.1.2 Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor, and upon any Subcontractor and Sub-Subcontractor under the Contractor, to pay all laborers, workers, and mechanics employed or utilized by them in the execution of the Contract not less than the prevailing rates of per diem wages for work of a similar character in the locality at the time of construction.

§ 3.4.1.3 In accordance therewith Texas Government Code Section 2258 et seq.; Texas Labor Code Section 62.051 et seq, the Owner has established a scale of prevailing wages which is incorporated in the Contract Documents, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction. Wages listed are minimum rates only, and payment greater than the prevailing wage is not prohibited. 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 rates provided herein. If no schedule of prevailing wage rates is included in the Contract Documents, then the parties shall, at a minimum, use the wage rates determined by the U.S. Department of Labor for projects located in the

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County in which the Project is located in accordance with the Davis-Bacon Act, 40 USC Section 276a, which can be accessed on the internet at www.gpo.gov/davisbacon/, or the wage rates determined by any local contractor association, whichever is higher..

§ 3.4.1.4 The Contractor and each Subcontractor and Sub-Subcontractor shall keep a record showing the name and occupation of each worker employed by the Contractor or Subcontractor in the construction of the Work and the actual per diem wages paid to each worker. 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. These records shall be maintained and made accessible for no less than three (3) years following the date of Final Completion.

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

§ 3.4.1.6 In the event of a complaint of a breach of the requirements in Sections 3.1.6, 3.4.4.2 or 3.4.4.3 above, the Owner shall have the right to make a determination as provided by law, and to retain any amount due under the Contract pending a final determination of the violation. Owner may conduct, at its discretion, wage-related interviews of any worker at the sites of the Work without prior warning to the Contractor or Subcontractor or Sub-Subcontractor.

§ 3.4.1.7 In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by the Contractor or any of its Subcontractors or Sub-subcontractors, Owner may, at its option and without any notice required by the Contract, terminate the Contract for default unless the Contractor remedies the strike of Work or Work stoppage or other disruption within twenty (20) calendar days after the dispute arises.

§ 3.4.1.8 The Contractor shall require all Subcontractors and Sub-Subcontractors to comply with the provisions of this Section 3.4.1 and its subparts.

§ 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 in accordance with a Change Order or Construction Change Directive. Any such substitution request shall be made to the Architect within fifteen (15) days after execution of the Contract.

§ 3.4.2.1 Substitutions and alternates may be rejected 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 Owner or 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 and the Owner: (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 is necessary, 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 Contract Time 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 correction obligations and will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect and the Owner in sufficient time to allow no less than twenty-one (21) Business Days for review,

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unless a shorter time is agreed upon in writing. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information as stated herein.

§ 3.4.2.3 Whether or not the Owner or 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 substitute.

§ 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 qualified by training and experience and skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall furnish Owner, on request, resumes of the Contractor's key personnel involved in the day-to-day Work on the Project, as well as a list of all engineers, consultants, subcontractors and suppliers involved in construction. At the written request of the Owner or Architect, the Contractor shall not use in the performance of the Work any engineer, consultant, or employee of the Contractor, Subcontractor or Sub-subcontractor reasonably deemed by Owner to be incompetent, careless, unqualified to perform the Work assigned to him, insubordinate, in violation of any provision in the Contract Documents, or otherwise unsatisfactory to Owner. Contractor shall engage sufficient workers on the Project at all times for the proper coordination and performance of the Work in the time periods required by the Contract. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that the Work will be performed and completed in a good and workmanlike manner, continuously and diligently in accordance with the Contract Documents, all applicable building codes, and generally accepted standards of engineering and 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. 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 by parties other than Contractor, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation by parties other than Contractor, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the portion of the Project at issue. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. 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 or designated portion thereof within the Project, and each such individual warranty shall run from the date of Substantial Completion of the entire Work (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's warranties herein shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or designated portion thereof or, if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.1.1 In the event of failure, errors, omissions, defects, deviations, or other nonconformities of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of such Work or replacement of the nonconforming items, at no 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 any 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 stating when corrective work will begin, within ten (10) days of Contractor's receipt of the notice or such shorter time as required in the Contract Documents, the Owner

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may take measures to correct the defects and Contractor will be obligated to reimburse the Owner's costs. Any measures taken by Owner to correct defects due to Contractor's failure to timely respond to Owner's written notice shall not operate to void or otherwise alter any warranties issued by, for, or through the Contractor. If notice of defects covered by warranty is given in writing to the Contractor on a timely basis, the obligation to provide the warranty work will extend beyond the applicable warranty period until the warranty defect is remedied and accepted by the Owner.

§ 3.5.1.2 Unless shorter response durations exist in the Contract Documents, the Contractor shall provide warranty repair service within 8-hours of warranty notice for the following: (1) Cooler and freezer equipment; (2) Chiller and pumps; (3) Boiler and pump; (4) Lift station; or (5) Generator.

§ 3.5.1.3 In the event an item under warranty fails, the Contractor shall extend the original warranty period by a length of time equal to the elapsed time which occurs from the notification in writing by the Owner of a warranty claim until written acknowledgement by the Owner that the claim has been resolved.

§ 3.5.1.4 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all third-party warranties relating to materials, equipment, machinery, components, and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such third-party warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of any such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor's warranties shall in no way limit or abridge the warranties of the manufacturers and 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 agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with Subcontractors and Sub-subcontractors and other 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.

§ 3.5.1.5 As a condition precedent to Final Payment, the Contractor shall submit to Owner as set forth below a complete set of warranties, bonds, and other guarantees on equipment, machinery, materials, components, and labor from Subcontractors, Sub-subcontractors, manufacturers, and suppliers, as appropriate, on the Subcontractor's, Sub-subcontractor's, manufacturer's, or supplier's approved forms and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents. All warranties shall include labor and materials. Contractor shall:

(1) Obtain duplicate original warranties, executed by all applicable Subcontractors, Sub-subcontractors, suppliers, and manufacturers, and stating the warranty commencement date and duration as required by the Contract Documents;
(2) Verify that the documents are in proper form and contain full information;
(3) Co-sign warranties, when required;
(4) Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;
(5) Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;
(6) Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;
(7) Separate each warranty with index tab sheets keyed to the Table of Contents listing; and
(8) Deliver warranties, bonds, and other guarantees in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.5.1.6 The Contractor shall issue in writing to the Owner as a condition precedent to Final Payment a "General Warranty" reflecting the terms and conditions of Section 3.5.1 for all Work under the Contract Documents. This General Warranty shall be assignable. Except when a longer warranty time is specifically called for in the Contract Documents or is otherwise provided by law, the General Warranty shall be for twelve (12) months from the date of Substantial Completion of the entire Work and shall be in form and content otherwise satisfactory to the Owner. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion and Final Completion and the date upon which the one-year warranty

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required hereunder will expire. 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-year warranty period. Prior to termination of the one-year warranty period, Contractor shall accompany the Owner and Architect on reinspection of the Work and be responsible for correcting any deficiencies not caused by the Owner or by the normal use of the Work which are observed or reported during the reinspection. (For extended warranties required by various sections (e.g., roofing, compressors, mechanical equipment), Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) 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-year warranty period at least one month prior to the expiration date, Contractor's warranty obligations described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.1.7 Contractor's express warranties and obligations herein are not exclusive of any other warranties, remedies, or guarantees Owner may have, either express or implied, under the Contract Documents, at law, or in equity, but are in addition to and not in lieu of or in limitation of any other such warranties, remedies, or guarantees.

§ 3.5.2 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. Contractor shall also certify that the Project 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 Section 61.1036(c)(3)(F).

§ 3.6 Taxes

Contractor shall pay all applicable local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. Owner is an exempt entity under the tax laws of the State of Texas, and Contractor shall not include in the Contract Sum or any Modification any amount for any taxes from which the Owner is exempt by virtue of its status as a governmental entity and/or as a Texas independent school district. 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 Limited Sale, Excise and Use Tax Rules and Regulations. For the purpose of establishing exemption, 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. Contractor shall obtain Certificates of Resale from its suppliers. Failure of Contractor or any Subcontractor or Sub-subcontractor to obtain Certificates of Resale from their suppliers shall make the Contractor, Subcontractor, or Sub-subcontractor responsible for absorbing the tax, without compensation from Owner. 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 OR SUB-SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After the Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, the Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall procure (as required by the Contract Documents) all certificates of inspection, use, occupancy, permits and licenses, pay all charges, deposits and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Architect upon completion of the Work in

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sufficient time for occupation of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included within the Contract Sum, and constitute Costs of the Work unless otherwise provided by the Contract Documents.

§ 3.7.1.1 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 immediately inform the Architect when the Owner's participation is required, and the Architect will notify the Owner. Connections for temporary and permanent utilities, utility district/company inspections, tap charges, water meter charges, and any other similar fees assessed by jurisdictional authorities having control over the Project, as well as payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the direct responsibility of the Contractor, without reimbursement from Owner, unless otherwise agreed in writing. If the Work is new construction, then payment for temporary and permanent utility services shall be the direct responsibility of the Contractor, without reimbursement from Owner, until Substantial Completion.

§ 3.7.1.2 After consultation with the Owner, the Contractor shall obtain all permits and approvals for itself and the Owner, 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 shall coordinate processing all forms and fees with the Owner. 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 site. 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 or Sub-subcontractors, the Project, or the Owner.

§ 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 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 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 all responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 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 within forty-eight (48) hours 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 and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner 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. The Owner will then consider the facts and the reports of the Architect

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and the Owner will make the final determination of action. If the Contractor disputes the Owner's determination, the Contractor 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.

§ 3.8 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.

§ 3.8.2 Unless otherwise provided in the Contract Documents, and subject to Section 7.1.4:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;

.3 whenever actual costs are less than allowances, the Contract Sum, or the Owner's Contingency, at Owner's discretion, shall be adjusted accordingly. The amount of the adjustment 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; and

.4 whenever actual costs are more than allowances the Contractor shall not proceed unless and until the Owner approves any such additional cost.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals, unless the requirement to obtain proposals is waived by the Owner in advance, and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the Owner.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The list of all supervisory personnel, including the project manager and superintendent, that the Contractor intends to use on the Project and a chain-of-command organizational chart shall be submitted to the Owner and Architect. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications 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. The Contractor shall not engage supervisory personnel or utilize an organization and chain-of-command other than as approved by Owner and Architect, 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.

§ 3.9.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to 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.

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§ 3.9.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to the Work, and be available on an as-needed basis 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 in accordance with the Construction Documents.

§ 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 from 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, but in no event prior to the first application for payment, shall submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall be in the form of Microsoft Project, or other form designated by the Owner, and 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 and Final Completion; (2) an apportionment of the Work by construction activity; (3) the time required for completion of each portion of the Work; (4) predecessors and successors; (5) phases; (6) baseline start and stop dates; (7) actual start and stop dates; (8) revised start and stop dates; (9) delays; (10) critical path; (11) submittals; (12) extensions of the Contract Time authorized by Change Orders, and (13) Owner activities. 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 and, upon such revision, shall be submitted to Architect and Owner for their review and approval. In no event will the schedule be updated less frequently than each application for payment. The Contractor's schedule may be considered when evaluating a request for additional time.

§ 3.10.1.1 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits, inclusive of previously accepted time extensions, set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's and Owner'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 Owner 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. 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.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to and approved by the Owner and Architect. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

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§ 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. Progress of the Work shall be reported at said meetings 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 If reasonably required by Owner, Contractor shall also prepare and furnish Project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule.

§ 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 the calendar year. Those needs are reflected in 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 Owner's operations, and the importance of meeting milestones and completion dates is not exclusive.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, one record copy of the Contract Documents, including Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, including concealed mechanical, electrical and plumbing items inside of the facility and underground utilities at the site, and one record copy of the approved Shop Drawings, field test records, inspection certificates or records, manufacturers' certificates, 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. At the completion of the Project, all such documents and records shall be delivered to the Architect, with all changes made during construction, in an editable CAD format agreed to at the beginning of the Project along with (3) full sets of hard copy drawings and one digital copy in PDF format, for submittal to the Owner upon completion of the Work as a record of the Work as constructed, and shall be signed by the Contractor certifying to Owner thereby that they show complete and "as-built" conditions, stating sizes, kinds of materials, vital piping, conduit locations, and similar matters. These documents are to be considered part of the Work beyond the General Conditions. Other than Project identification, the documents shall not bear any professional seal or information or any reference to those firms providing professional services to the Owner, except for historical or reference purposes. This shall be completed and up to date within (30) working days from Substantial Completion and shall be a condition precedent to Final Payment.

§ 3.11.2 Contractor 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 shall make such 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.

§ 3.11.3 In addition to any other requirement in the Contract Documents and prior to installation, at Owner's or Architect's request, Contractor shall furnish or cause a Subcontractor or Sub-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.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the 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 and Owner, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and Owner or, in the absence of an approved submittal schedule, as required under the Contract Documents. At a minimum, Contractor shall submit all submittals 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.

§ 3.12.5.1 The Contractor shall submit the number of copies of Product Data and Samples which the Contractor, Subcontractors, and Sub-subcontractor need for their use, plus two additional sets for the Architect, one additional set for the Owner, and one 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 high quality reproducible transparency and one opaque print of the Shop Drawing for the Architect, plus one 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 its 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 Work.

§ 3.12.5.2 Submittals shall be submitted at the earliest possible time in order to expedite delivery of critical or long lead time items and shall be sequenced logically in accordance with the schedule, required fabrication, and installation time. The Contractor shall submit complete Shop Drawings, Product Data and Samples to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals and Samples returned, or earlier as required by the Contract Documents. For more complex systems and equipment (such as structural steel; doors, windows, and hardware; casework; mechanical, electrical, and plumbing systems and equipment; food service equipment; sound systems, and the like), the Contractor shall allow additional time for the Architect or his Consultants' review, as appropriate.

§ 3.12.5.3 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 by the Architect no later than sixty (60) days of the date of the approval of the Contract Sum. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and verified that the information contained within such submittals complies with the requirements of the Work and of the Contract Documents. If, in the opinion of the Architect or Owner, the Shop Drawings are (a) incomplete, (b) indicate an inadequate understanding of the Work covered by the Shop Drawings, or (c) indicate a lack of study and review by the Contractor prior to submittal to the Architect, the Shop Drawings will be returned, unchecked, to the Contractor for correction of these deficiencies and subsequent resubmittal. 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

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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.

§ 3.12.7 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 and/or Owner.

§ 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 or Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect and Owner of such deviation at the time of submittal and (1) the Architect has given written approval of 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 or Owner's approval thereof, except for any such errors or omissions which are within the Architect's statutory or contractual design responsibility.

§ 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 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; however, 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 architect or engineer.

§ 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 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.12.10.3 A registered architect must prepare 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 section, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.11 The Contractor shall provide composite drawings within four (4) weeks of corresponding submittals approval showing how all piping, ductwork, lights, conduit and equipment, etc. will fit into the ceiling space

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allotted, including clearances required by the manufacturer, by Code, or in keeping with good construction practice. Space for all trade elements must be considered on the same drawing. Drawings shall be 1/4" per foot minimum scale and shall include invert elevations, elevation views and sections required to meet the intended purpose. Trades required to participate include, but are not necessarily limited to, structural, mechanical, plumbing, fire sprinkler, electrical, data and special systems.

§ 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.

§ 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 promptly 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 any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords the 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 public areas 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 Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area and buildings adjacent to the site or the Work. Prior to the start of any Work which may impact or otherwise affect beneficial use or occupancy of an existing facility, the Contractor shall provide a Work plan for such Work that identifies and controls any interruption for approval by the Owner. Work in this situation shall not proceed until an agreed plan of Work is approved in writing by the Owner.

§ 3.13.5 Without prior written 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. Without limitation of any other provision of the Contract Documents, the Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. Structural members shall not be cut and air duct shapes, piping sizes and related system designed elements shall not be changed or modified except with written permission of the Architect. 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 After installation of the Work, Contractor shall carefully fit around, close up, repair, patch and paint such Work to match adjoining surfaces by use of proper tools and new materials, using workers skilled in the required trades. All patching must include replacement or repair of any fire rated assembly to its full rating as required by current codes and standards at the point of Work or as may be required by the building official.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall clean up by removing

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rubbish, including old and surplus materials, dirt, debris, or trash. At no time shall trash, dirt or other debris be allowed to remain in any wall cavity, ceiling plenum, crawl space or concealed space. 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. 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. At completion of the Work, the Contractor shall remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. 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. 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 as a result of such activities, the Contractor or any of his Subcontractors or Sub-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, at its discretion, may perform the clean-up and withhold costs incurred from funds due to Contractor or, if the costs incurred are in excess of the funds due to the Contractor, may require the Contractor to reimburse the Owner for the costs incurred.

§ 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.

§ 3.15.4 Prior to Final Completion, in addition to any additional final cleaning work specified in the Contract Documents (including the Specifications), 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 carpeted 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 systems if units were 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 and Architect, and their designated representatives, with access to the Work in preparation and progress wherever located. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection 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 with respect to the Contract or the Work. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, WAIVE AND RELEASE ANY CLAIMS AGAINST THE OWNER AND ARCHITECT WITH RESPECT THERETO, AND INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM ANY LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be

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responsible for the loss unless notice of such infringement 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 DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, AND CONSULTANTS, ARCHITECT, ARCHITECT'S CONSULTANTS, AND 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 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 ANY ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR ANY OTHER PARTY INDEMNIFIED HEREUNDER. 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, AND ANY COSTS AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE POST-JUDGMENT INTEREST RATE PROVIDED TO BE PAID UNDER THE LAWS OF THE STATE OF TEXAS.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, A SUB-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 EXPENSE THAT ARISES 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 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S OR SUB-SUBCONTRACTORS CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN PART BY AN ACT OR OMISSION OF OWNER OR ITS AGENTS, OFFICERS, OR EMPLOYEES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1.

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§ 3.18.5 THE OWNER MAY CAUSE ANY SEPARATE 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 SEPARATE 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 CONTRACTOR AGREES TO WAIVE ANY AND ALL CLAIMS IT MAY HAVE AGAINST THE OWNER, CONNECTED WITH, RESULTING FROM, OR ARISING OUT OF, CLAIMS AND SUITS COVERED BY THE INDEMNIFICATION AGREEMENT CONTAINED HEREIN AND AGREES THAT ANY INSURANCE POLICY SHALL PROVIDE FOR THE WAIVER OF SUBROGATION RIGHTS AGAINST THE OWNER.

§ 3.18.6 To the extent allowed by law, the Contractor agrees to insure the indemnity and hold harmless clauses contained in this Section 3.18, including its subparts, with insurance policies, approved by the Owner, and issued by a carrier authorized to do business in the State of Texas, in the minimum amounts set out in Article 11 and/or Section 11.2 of these General Conditions.

§ 3.18.7 The provisions of Section 3.18 in its entirety, including all of its subparts, shall survive the completion, termination, or expiration of the Contract, howsoever caused, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of Final Completion nor acceptance of occupancy in whole or in part of the Work shall waive or release any of the provisions of Section 3.18 and its subparts.

§ 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, Sub-subcontractor and supplier. Each Subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 The Owner shall notify the Contractor when duties, responsibilities, and limitations 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 Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues a recommendation that the Final 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. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents or expressly authorized by the Owner in writing.

§ 4.2.2 Architect or its authorized representative shall visit the site at least twice per week (or more per week when deemed necessary by the Owner or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the Work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with 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 the Owner, the Contractor's project manager and/or

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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 authorized representative will provide on-site observations 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 authorized representative will provide on-site observations 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 provide notice and 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 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 actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under the Contract. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, Sub-subcontractor, 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 by the Owner or Architect, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors, sun-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. Notwithstanding the foregoing, Owner reserves the right to communicate directly with the Contractor and Subcontractors.

§ 4.2.5 As further provided in the Contract Documents, based on the Architect's evaluations of the Work progress and quality of the Work and 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, which shall be further subject to the Owner's review, modification, approval, or rejection.

§ 4.2.6 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Testing or inspections required by this section shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code. 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, Sub-subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work, or constitute approval or acceptance of Work that is deficient or does not meet the requirements of the Contract Documents. 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 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. In the event of a disagreement between the Architect and Contractor, the Owner will make the final determination after reviewing all of the information.

§ 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, for the purpose of checking for conformance with the Contract Documents and all applicable laws, statutes, codes and requirements applicable to Architect's design services. The

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

§ 4.2.8 The Architect 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 Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum 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 shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum 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 to make a reasonable determination 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 Contract Documents and do not change the Contract Sum or Contract 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 systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage; or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections and, in consultation with the Owner, determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. In the event Architect is required to perform more than two inspection(s) to determine the date or dates of Substantial Completion or Final Completion due to Contractor's failure to meet the conditions for such completion, Contractor shall be responsible for paying or reimbursing Owner for the cost of any Additional Services charged by Architect or Consultants under the agreement between Owner and Architect.

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

§ 4.2.11 The Architect will interpret and make recommendations on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor, which shall be copied to the other. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will make the final determination of all matters concerning performance after consultation with the Architect.

§ 4.2.12 Interpretations 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 recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 4.2.14 Contractor is allowed a reasonable number of requests for information that are initiated by Contractor and if Contractor exceeds that reasonable amount, as determined by the Architect, in its sole discretion, Contractor shall pay the Architect's fee for review of any additional requests for information. 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. In the event of a disagreement between the Architect and Contractor, the Owner will make the final determination after reviewing all of the information.

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, away from the site, or otherwise to furnish labor or materials. 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. The term "Subcontractor" includes persons supplying materials or equipment for the Work.

§ 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, away from the site, or otherwise to furnish labor or materials. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" includes persons supplying materials or equipment for the Work.

§ 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 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 may notify 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 Architect to provide notice within the 14-day period 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. If Contractor is a Construction Manager at Risk, all trade contractors and Subcontractors shall be procured in accordance with Sections 2269.255 and 2269.256 of the Texas Government Code. 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, and Sub-subcontractors, including those recommended or approved by the Owner.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, or if the Owner requires use of a specific Subcontractor, then the Contract Sum and Contract Time shall 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 substitute a Subcontractor, Sub-subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Contractor and each Subcontractor and Sub-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 the Contract Sum or Contract Time shall be allowed for failure to so inspect or investigate.

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§ 5.3 Subcontractual Relations

§ 5.3.1 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, except 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, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each Subcontractor and Sub-subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in amount commensurate with the Work to be performed by the Subcontractor or Sub-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 or Sub-subcontractor 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 either in accordance with Article 14 or abandonment of the Project by the Contractor, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor;

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bonds relating to the Contract; and

.3 the Subcontractor provides bonds as required by law of prime contractors and by Owner.

If the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract; provided, however, that Owner does not assume Contractor's obligations or liabilities for defaults occurring prior to Owner's assumption, or for the payment to the Subcontractor or supplier for Work, if payment for such Work has previously been made to Contractor. Such liabilities or obligations shall remain with Contractor. Owner shall only be 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.

§ 5.4.2 Such assignment shall not constitute a waiver by Owner of any of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a Subcontractor, Sub-subcontractor, or vendor may also be liable.

§ 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.

§ 5.4.4 All subcontracts shall state that they will be assignable to the Bond Trustee or his designee, if funding for the Project is obtained through bond proceeds.

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§ 5.5 Notice of Subcontractor Default

Contractor shall promptly notify Owner and Architect in writing 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 for the Project. The Owner further 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.

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

§ 6.1.3 Contractor shall cooperate with other Separate Contractors to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement and submit such revisions to the Owner for the Owner's approval. The construction schedules, if approved by the Owner, shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.2 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. 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 site access and opportunity for introduction and storage or staging 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, Sub-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 the Architect and Owner in writing 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 otherwise 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 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 to receive the Contractor's Work and is performed in a timely manner. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not actually known to Contractor and are not reasonably 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.

§ 6.2.3.1 If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner 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

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the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the contingent additional services result from negligence or an omission by the Architect.

§ 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 the 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 detail, failure to investigate or failure to follow the Contract Documents, will be borne by the Contractor.

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

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14. If such Separate Contractor initiates a claim or legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment or award against the Owner arises therefrom, based on Contractor's act or omissions or the act or omissions of Contractor's employees, Subcontractor, Sub-subcontractor or parties for whom Contractor has liability, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court and other costs which the Owner has incurred over and above those paid for directly by the Contractor.

§ 6.2.6 The Contractor shall be responsible for any delays to a Separate Contractor caused by the Contractor or its Subcontractors, Sub-subcontractors, or suppliers.

§ 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 then allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires the approval of the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued, subject to the Owner's approval, by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to the Contract Sum or Contract Time 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 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 Contract Sum or Contract Time 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' or Sub-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

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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 Calculation of costs or credits for Changes, minor changes, Proposals, Contingency expenditures and Allowance expenditures:

When calculating the Cost of the Work for Changes, minor changes, Proposals, Contingency expenditures and Allowances, the Contractor shall furnish and include substantiation to satisfaction of the Owner of the following from Subcontractors:

Description of Subcontractor Cost of the Work Element

A Bare Material Costs
B Labor Hours
C Labor Costs (Direct only, no markup)
D Labor Cost Markup (Benefits, employer taxes)
E Equipment
F Markup on Work performed by other than Subcontractor's own forces, which shall not exceed 10%
G Contractor's Overhead and Profit, which shall not exceed 10% of A through F
H Cost of the Work (Sum of A through G)

When Contractor self performs Work, when calculating the Cost of the Work for Changes, minor changes, Proposals, Contingency expenditures and Allowances, the Contractor shall furnish and include substantiation to satisfaction of the Owner of the following:

Description of Contractor Cost of the Work Element

A Bare Material Costs
B Labor Hours
C Labor Costs (Direct only, no markup)
D Labor Cost Markup (Benefits, employer taxes)
E Equipment
F Contractor's Overhead and Profit, which shall not exceed 10% of A through E
G Cost of the Work (Sum of A through F)

No additional Fee or General Conditions cost shall apply to self-performed Work.

For Unit Prices stated in the Contract Documents or subsequently agreed upon. Additional mark-ups for overhead and profit will not be allowed in Unit Price Work.

§ 7.1.6 The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare within 10 calendar days 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 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 the Contractor;
.4 A revised Change Proposal shall be 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 Owner, the Architect and the Contractor, the Architect will prepare an Allowance Expenditure Authorization or 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 Contract Time extension. Any request for extensions of Contract Time must

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be substantiated through the demonstration of the impact of the proposed item of change in the Work to the critical path schedule for the Project.

§ 7.1.7 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.8 In accordance with Texas Education Code §44.0411 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.

§ 7.2 Change Orders

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

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

§7.2.2 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 be the basis of a change in the Contract Time unless and until such change has been authorized by a Change Order executed and issued by the Owner in accordance with the Contract Documents prior to the commencement of such modified or changed Work. Changes in the Work may be made without notice to Contractor's sureties and absence of such notice shall not relieve such sureties of any of their obligations to Owner.

§7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all Claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order and attorney's fees and costs arising from a dispute with a Subcontractor or Sub-subcontractor over the Change Order.

§ 7.2.4 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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, if required by the Owner, the Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum 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 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;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit and fees will not be allowed);
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of Section 7.1; or
.4 As provided in Section 7.3.4, subject to the limitations of Section 7.1.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, then the adjustment shall be determined by the Architect on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following to the extent such costs are reasonable:

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.1 Actual costs of labor, including applicable payroll taxes, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Actual costs of materials, supplies, and equipment, including cost of transportation, used in performing the change in the Work;

.3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools, at rates that are no greater than market rates in the locale of the Work at the time of the Work; and

.4 Actual costs of premiums for all bonds and insurance, and permit fees, directly related to the change.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 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 regardless of the Contractor's agreement with or disagreement with the adjustment in the Contract Sum or Contract Time or the method for determining them, and shall promptly 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 Contract Time.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead as confirmed by the Architect.

§ 7.3.9 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

The Architect may, subject to Owner approval, order minor changes in the Work that are consistent with the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum, Allowances, Contingencies, or Contract Time, the Contractor shall notify the Architect in writing and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum, Allowances, Contingencies, or Contract Time, and written instruction from the Architect to proceed, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Owner shall also retain authority to order such minor changes in the Work. 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 Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by the Architect until the Agreement (or Amendment Number 1, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees (unless otherwise delegated), 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

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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.

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, 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 of the Work by (1) an act or neglect of the Owner or Architect, of an authorized employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control which do not arise through the action or inaction of Contractor or its Subcontractor, Sub-subcontractor or suppliers, could not have been reasonably anticipated, and could not have been avoided through the exercise of reasonable care or prudent construction management by the Contractor; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine. The foregoing notwithstanding, the Contractor shall not be entitled to an extension of time for changes in the Work required due to Contractor fault, or which extend beyond the time extension provided in a Change Order. Nothing in this provision will limit the rights of Owner under other provisions of this Contract. Any provision of the Contract Documents to the contrary notwithstanding, it is expressly agreed that the extension of the Contract Time shall be Contractor's sole remedy for any delay unless the same shall have been caused by acts constituting interference by the Owner which materially interfere with Contractor's performance of the Work, and then only to the extent that such acts continue after Contractor's reasonable prior written notice to Owner of such interference.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. A disagreement concerning time extensions shall not relieve the Contractor from performing the Work required by the Contract Documents and shall not be cause for the Contractor to suspend Work on the Project.

§ 8.3.3 The Contract does not permit 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 Contractor shall be fully compensated for all delays solely by an extension of time. Owner's exercise of any of its rights under the Contract Documents, including without limitation, its rights under Article 7, Changes in the Work, regardless of the extent or number of such changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not, under any circumstances, be construed as interference with Contractor's performance of the Work and shall not entitle the Contractor to any additional compensation.

§ 8.3.4 In the event of inexcusable delay by Contractor, Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts or re-sequencing of the Work. All such acceleration shall be at no cost

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to Owner.

§ 8.3.5 In the event that Contractor does not complete the Work within the Contract Time, then in addition to any other costs and damages (liquidated or otherwise) for which Contractor is responsible, Contractor will provide, at its expense, any bonds required by governmental authorities to enable Owner to secure a Certificate of Occupancy (if required) even though there are items of Work which are incomplete.

§ 8.3.6 The Contractor's claims related to time shall be made in accordance with applicable provisions of the Contract Documents or they shall be deemed waived.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum, or if the Project is a Construction Manager at Risk Project, Guaranteed Maximum Price, is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.1.3 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its material obligations hereunder or is otherwise in default under any of the provisions of the Contract Documents, subject to the requirements of applicable law.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a Schedule of Values to the Architect and the Owner before the first Application for Payment, or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and the Owner. This Schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the Schedule of Values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or Owner, 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 Documents G702 and G703, Application and Certificate for Payment. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G732 and G703 shall be used.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703 (or G732 and G703, as applicable), and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, 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, 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.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the Schedule of Values, if required under Section 9.2, for completed portions of the Work. The 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, Sub-subcontractors, and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 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 from the Architect shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor, Sub-subcontractor, or supplier, unless Contractor has self-performed the Work.

§ 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 in Section 9.4.3 or 9.5. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).

§ 9.3.1.4 All progress payment requests shall be accompanied by (i) an itemization of all Subcontractors, Sub-subcontractors, and suppliers, the amounts due each, and the amounts to be paid out of said progress payment to each of them and (ii) by unconditional lien waivers releasing all liens and lien rights with respect to Work for which Owner has made payment under a prior progress payment request in a form reasonably satisfactory to Owner from Contractor and all its subcontractors and material suppliers with contracts in excess of $25,000.00 (Evidence of prior progress payment shall apply to progress payments 61-days or older). When Contractor submits its request for payment of retainage, Contractor shall submit "All Bills Paid" affidavits and unconditional final lien waivers fully releasing all liens and lien rights with respect to the Work in a form reasonably satisfactory to Owner from Contractor and all its Subcontractors, Sub-subcontractors, and suppliers with contracts in excess of $25,000.00. Applications for Payment shall be certified as correct by Contractor. Each Application for Payment shall also be accompanied by Certified Payrolls (if Davis-Bacon Act is applicable) and such other affidavits, certificates, information, data, and schedules as Owner may reasonably require. The Owner is not required to make any payment to Contractor to the extent reasonably necessary to protect Owner.

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the 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 is an additional service and shall compensate Architect directly for same.

.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 procedures satisfactory to the Owner to establish the 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 transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures

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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.

§ 9.3.3 The Contractor warrants that title to all Work, materials, and equipment covered by an Application for Payment will irrevocably pass to the Owner no later than the time of Owner's payment to Contractor of the invoiced cost. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No Work, material or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained or an encumbrance is attached by the seller, the Contractor, or other party. The Contractor further warrants that, upon submittal of an Application for Payment, all Work, materials, and equipment 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, Sub-subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR WORK, MATERIALS, EQUPMENT, OR OTHER 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 G732 and G703, if applicable) and Continuation Sheet. 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, equipment, and supplies identified in the Applications for Payment have been purchased, paid for and received; that the Subcontractors, Sub-subcontractors, and suppliers have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor 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 this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; 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, Sub-subcontractors, suppliers, 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 Application 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.

§ 9.3.6 Contractor's request for payment of the retainage may be made only upon expiration of thirty (30) calendar days after Final Completion. The request shall be accompanied by the Contractor's Affidavit of Payment of Debts and Claims or a comparable affidavit on a form acceptable to Owner. This document must be executed under oath and notarized.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment: (1) certify, sign, and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify, sign, and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1; or return the Payment Application to the Contractor as provided in Section 9.3.4. Architect's written reasons for withholding certification shall be construed as the notice required by Texas

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Government Code Section 2251.042 *et seq*. The Owner shall have the right to reject, modify, or approve the Architect's Certificate for Payment in whole or in part, and shall have the right to make the final determination of the payment to be made to the Contractor.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner that, the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the amounts requested in the Application for Payment have been critically evaluated and certified and are valid and correct. 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 in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors, Sub-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 and shall be a prerequisite to any payment being made by the Owner to the Contractor. The Certificate of Payment is not binding on the Owner, and the Owner may rely on other provisions of the Contract Documents, as well as the Architect's Certificate, and on other information known to the Owner to determine the amount to be paid to or withheld from the Contractor.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including, but not limited to, 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, Sub-subcontractors, or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents;
- **.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; or
- **.9** failure to provide any submittals or documentation required under the Contract Documents in a timely manner, including a schedule of values and a construction schedule.

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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§ 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 these General Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed to be in breach of the Contract Documents by reason of the withholding of any payment which Owner is entitled to withhold pursuant to any provision of the Contract Documents or withholding in reliance on any such Contract Document provision in good faith, or withholding, in good faith, in reliance on information that has come to the attention of the Owner that Owner reasonably believes constitutes sufficient reason to withhold payment, and no interest shall accrue in connection with the withheld payment(s) determined to have been properly withheld.

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor will receive the payments made by Owner and will hold such payments in trust to be applied first to the payment of Subcontractors, Sub-subcontractors, suppliers and any other parties furnishing labor, materials, equipment or services for the Work in accordance with the provisions of their subcontracts. The Contractor shall pay each Subcontractor, Sub-subcontractor, and supplier, no later than seven days after receipt of payment from the Owner and before using any part of the payment from the Owner for any other purpose, the amount to which such party is entitled, reflecting percentages actually retained from payments to the Contractor on account of such party's portion of the Work, and shall, if requested, provide the Owner with evidence of such payment. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors, Sub-subcontractor, or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor, in part or in whole, to the extent necessary to protect the Owner. 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, Sub-subcontractors, and suppliers' amounts paid by the Owner to the Contractor for subcontracted Work. The Owner shall have the right at all times to contact Subcontractors, Sub-subcontractors, and suppliers to ascertain whether they have been properly paid. Progress payments may, in the discretion of Owner, be made in the form of checks payable jointly to the Contractor and such parties. In the event Owner receives any notices of nonpayment from parties furnishing labor, materials, equipment, or services for the Work, progress payments and/or Final Payment may, in the discretion of Owner, be made in the form of checks payable jointly to the Contractor and such parties for such amounts as the Contractor agrees or the Owner determines are due. Notwithstanding any other provision in the Contract Documents, neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor, Sub-subcontractor or supplier. Action on the part of the Owner to require Contractor to pay a Subcontractor, Sub-subcontractor, or supplier shall not impose any liability on Owner.

§ 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.

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§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract, provide to the Owner payment and performance bonds in accordance with the terms and provisions of the Contract Documents, including Article 11 herein, and in accordance with Texas Government Code Chapter 2253. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, Sub-subcontractors, or provided by suppliers shall be held in trust by the Contractor for the benefit of those Subcontractors, Sub-subcontractors, or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.6.8 Contractor shall not withhold as a 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 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) additional days' notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may, subject to applicable law, stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exits, 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.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, 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 Contract, or the Owner incurs any costs or 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 may, in the Owner's sole discretion and without waiving any other remedies, elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner; or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that to 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; operation and maintenance data shall have been submitted and approved; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial demonstration and instruction of Owner's personnel in the operation of Project systems has been completed; all the required final finishes set out in the Construction Documents are in place; and all major punch-list items and a majority of minor items of a cosmetic nature have been completed and accepted by Owner. A Certificate of Occupancy shall have been issued before Substantial Completion can be achieved. The only remaining Work shall be minor in nature so that the Owner can occupy or otherwise utilize 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 those claiming by, through or under the Owner) normal school or other business operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30

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consecutive calendar days after the date of Substantial Completion. All work that could interfere with the Owner's use following Substantial Completion shall be performed by the Contractor after hours at no additional expense to the Owner.

§ 9.8.1.1 In the event substantial completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents. In addition to the requirements of the Contract Documents, it is expressly understood that the establishment of Substantial Completion is subject to the following:

1. All fire alarm system components must be completed and demonstrated to the Owner.
2. Local fire marshal approval certificate must be delivered to the Owner.
3. All HVAC air and water balancing must be complete.
4. All Energy Management Systems must be complete and fully operational and demonstrated to the Owner.
5. All school communications equipment and telephone systems must be complete and demonstrated to the Owner.
6. All final lockset cores must be installed.
7. All room plaques and exterior signage must be complete.
8. All Owner demonstrations and training must be completed, including kitchen equipment, HVAC equipment, plumbing equipment, and electrical equipment.
9. All exterior clean-up and landscaping must be complete.
10. All final interior clean-up must be complete.
11. A final Certificate of Occupancy conforming to the requirements of the location jurisdictional authority must be signed by the Contractor and delivered to the Owner.
12. All operation and maintenance manuals must be complete and delivered to the Owner.
13. Flood elevation certificate furnished and accepted by all authorities having jurisdiction, including, but not limited to City of Houston and Harris County.

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

§ 9.8.2.1 The Contractor's project manager or superintendent shall participate in the preparation of the Contractor's punch list that is submitted to the Architect and Owner for supplementation. Upon receipt, the Architect shall perform a spot review to determine the adequacy and completeness of the Contractor's punch list. Should the Architect determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for further inspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the Work to be done.

§ 9.8.2.2 Upon receipt of an acceptable Contractor's punch list, the Contractor's superintendent or project manager shall accompany the Architect, its Consultants and the Owner (at the Owner's discretion) during their inspections and the preparation of verbal or written additions to the Contractor's punch list. The Contractor's project manager or superintendent shall record or otherwise take notes of all supplementary items and incorporate them into the Final Punch List. A typed addition to the supplements to the punch list will be made by the Contractor. This procedure will produce a Final Punch List that has the Contractor's, Architect's, Consultants' and Owner's comments incorporated in only one list. Delay in the preparation of the Final Punch List shall not be cause for a claim for additional cost or extension of time as the Contractor's superintendent or Project Manager shall have been in attendance during the inspections of the Architect and its consultants and will have been expected to have taken appropriate notes.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of

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Substantial Completion, complete or correct such item upon notification by the Architect or Owner. 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 three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. Any fee which Owner incurs for additional site visits of Architect for determination of Substantial Completion will be at the expense of Contractor. Owner will deduct the amount of Architect's compensation for re-inspection services from Final Payment or, at the Owner's discretion, may require the Contractor to reimburse the Owner for such costs directly.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign, and issue Owner's 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 Final Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof.

§ 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.

§ 9.8.5.1 After the date of Substantial Completion of the Work as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) calendar days, unless extended by mutual agreement or provision of the Contract, within which to complete all Work and correct all deficiencies contained in the Final Punch List attached to the Certificate of Substantial Completion. Failure by the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In the report of deficiency, the Contractor and surety will be informed that, should correction remain incomplete for ten (10) additional calendar days, the Owner will initiate action to complete corrective work out of the remaining contract funds in accordance with Article 14.2. Additional costs of the Owner, Architect, and other consultants incurred because of the Contractor's failure to complete the correction of deficiencies within thirty (30) calendar days after the date of Substantial Completion, unless extended by mutual agreement or provision of the Contract, will be deducted from the funds remaining to be paid to the Contractor. Should corrective work following Substantial Completion require more than one re-inspection after notification by the Contractor that corrections are complete; the cost of subsequent inspections shall also be deducted from funds remaining unpaid to the Contractor.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work, provided such occupancy or use is consented to by the insurer, if such consent is necessary, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner accepts in writing the responsibilities for security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use, or installation, and property and liability insurance. 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 or Owner. 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, 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 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.

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§ 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 the 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 When all of the Work is finally completed, all required documentation has been submitted, and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Contractor shall issue its final Application for Payment. Upon the Architect's agreement and approval, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect'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 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. Owner may rely on other provisions of the Contract Documents, as well as the Architect's certifications, in determining the payment to be made to Contractor. Final Payment shall be made by the Owner in accordance with Owner's regular schedule for payments. The Architect is obligated under the agreement between Owner and Architect to make only a limited number of site visits to determine Final Completion. Any fee which Owner incurs for additional site visits of Architect for determination of Final Completion will be at the expense of Contractor. Owner will deduct amount of Architect's compensation for re-inspection services from final payment or, at the Owner's discretion, may require the Contractor to reimburse the Owner for such costs directly.

§ 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 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) evidence 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) except for amounts currently withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor lien releases, and other receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract or the Work, to the extent and in such form as may be designated by the Owner. If a Subcontractor, Sub-subcontractor, or supplier 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 and other required warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Final Completion Certificate; and
.7 Record drawings and "as built" drawings as required elsewhere in the Contract Documents.

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

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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, unless otherwise delegated.

§ 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, if necessary, written consent of the surety, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted, less retainage. 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, and it shall not constitute a waiver of claims by Owner. Nothing in this subsection is intended to limit or reduce Owner's rights and remedies in the event of a Contractor default.

§ 9.10.4 The making of Final Payment shall not constitute a waiver of any claims, rights or remedies by the Owner.

§ 9.10.5 Acceptance of Final Payment by the Contractor, a Subcontractor, a Sub-subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 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 USC Section 651 et seq., and all amendments thereto. However, the Contractor's performance of its obligations under Article 10 shall not relieve any Subcontractor, Sub-subcontractor, supplier, or any other person or entity, of their responsibilities for the safety of persons and property and for compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, nor shall any such party be relieved 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.

§ 10.1.2 Contractor's employees, agents, Subcontractors, Sub-subcontractors, suppliers or 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 controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.3 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, Sub-subcontractors, suppliers, 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.

§ 10.2 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 or off Owner's premises who may be affected thereby, including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational or other facility;

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.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, a Sub-subcontractor, or a supplier; 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.

The Contractor shall also do all things 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. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes full possession of and occupies that portion of the Project.

§ 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. The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause 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, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 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 property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss 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. 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.

§ 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 be responsible for taking all precautions necessary to protect the Work in place from any foreseeable weather conditions which could cause any potential damage to portions or all Work in place or to other portions of the Project. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions, and shall also be responsible for all repairs and/or replacement of any other portions of the Project to the extent such repairs and/or replacement are required as a result of Contractor's failure to properly secure the Work or otherwise take precautions with respect to the Work as required under this Section 10.2.9.

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§ 10.2.9 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 and omissions such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Provided, however, Contractor understands that, under Texas law, Owner has tort immunity.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has a reasonable 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 within a reasonable time to be determined upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion to the extent of any delay directly attributable to efforts to remove or safely contain a material or substance as required hereunder.

§ 10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SECTION 3.18.

§ 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.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

§ 10.5 Materials Containing Asbestos, Lead or PCB's

§ 10.5.1 As part of submittals under the section in the Project Manual related to Contract Closeout, and prior to Final Payment and payment of retainage, the Contractor and, as applicable, each Subcontractor, Sub-subcontractor and supplier shall submit all applicable MSDS and a notarized statement on company or other official letterhead certifying to the best of their information, knowledge and belief, that no lead, asbestos, asbestos-containing (or, under reasonably foreseeable conditions, releasing) materials or PCBs in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive, have

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been used or incorporated into the Work, and lead or lead-bearing (or, under reasonably foreseeable conditions, releasing) materials have not been incorporated into potable water systems. As used in this statement, the term "potable water systems" shall include, without limitation, those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the Project. The notarized statement shall further state that, should any such materials be found in any of the Work in contravention of the notarized statement, then Contractor shall be responsible for taking all necessary corrective action to remove those materials from the Work, at no additional cost to the Owner. The notarized statement shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the Contractor or the applicable Subcontractor, Sub-subcontractor, or supplier.

§ 10.5.2 To the best knowledge of the Owner, the Architect and his consultants, no products or materials containing asbestos or polychlorinated biphenyl (PCB) or other toxic substances have been specified for this Project. In the event the Contractor, its Subcontractors, Sub-subcontractors, or suppliers become aware that any products or materials specified, ordered, scheduled for or already incorporated in the Work on this Project, contain any hazardous material, whether stated in Section 10.4.1 or not, the situation shall be reported immediately to the Owner and Architect in writing. An acceptable, equal substitute for the product or material in question shall be proposed by the Contractor, and the product or material in question, if already onsite or incorporated in the Work, shall be removed from the site immediately and returned to the supplier or manufacturer.

§ 10.5.3 Final Payment and payment of retainage shall not be made until the information and notarized statements required under Section 10.5 have been received by Owner.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance 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. The Contractor 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. The Owner, its trustees, officers, employees, agents, and representatives, 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.

§ 11.1.2 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.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Without limiting or waiving Owner's right to earlier notice of any modification, termination, or expiration of insurance coverages as provided in the Contract Documents, immediately upon the date the Contractor becomes aware of an impending or actual cancellation or expiration or other lapse 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 or other lapse. Upon receipt of notice from the Contractor, 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 the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance 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. The Owner 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.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If the Contract Documents specify, or the Architect or Owner requests, that certain Work shall not be covered until the Architect has had an opportunity to examine such Work, the Contractor shall notify the Architect in writing a minimum of 48 hours prior to covering up any such Work in progress in order for the Architect to make proper field observations of the Work in place. The Contractor shall place no concrete, fill-in ditches, or cover up walls or ceilings without first contacting the Architect as noted above and receiving approval. 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 and the Contract Documents do not specify otherwise and the Architect or Owner 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 may be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate for the actual cost to uncover and replace such Work. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction and replacement, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.1.2 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 entire Work or designated portion thereof, 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 notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such nonconforming condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct in accordance with Section 2.4 nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. 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.

§ 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 the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

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

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§ 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 that corrected Work.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured 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 and Sub-subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of 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 of 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 agreement between Contractor and Owner. Until such agreement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The agreement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Harris County, or, if no county is specified, then the county in which the Owner's main administrative office is located.

§ 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 expressly provided otherwise in the Contract Documents, neither party to the Contract shall assign the Contract, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The 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 Contact Documents.

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§ 13.3 Rights and Remedies

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

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

§ 13.4 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, which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded.

§ 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, then the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

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

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

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

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

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity in Employment

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

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§ 13.6.2 The Contractor and the Contractor's Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any other basis protected by 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, 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 at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their 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 13.9.1, 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 proper 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 13.9.1.

§ 13.7.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.9.1, 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.

§ 13.8 Proprietary Interests and Confidential Information
§ 13.8.1 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.

§ 13.8.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

§ 13.8.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, certain open records laws and other disclosure requirements, including, but not limited to, the Texas Public Information Act, Texas Government Code Section 552, et seq., subpoenas, and court orders. Nothing in the Contract shall be construed as prohibiting Owner from disclosing any information related to or in connection with the Contract in accordance with such requirements, and Contractor hereby waives any claim against and releases from liability Owner, its trustees, officers, employees, agents, and attorneys with respect to any such disclosure.

§ 13.9 The Architect may appoint an employee or other person to assist it during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect or the Owner from insisting that the faulty Work be corrected to conform with the Contract Documents and the Contractor shall correct same.

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§ 13.10 The Contractor and its employees, agents, consultants, suppliers and subcontractors shall abide by all Owner policies and procedures regarding campus access.

§ 13.11 Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

§ 13.12 If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Architect, nor any affiliate, subsidiary, or parent company of the Architect, if any (the "Contractor Companies"), boycotts Israel, and the Architect agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

§ 13.13 In accordance with Texas Government Code § 2269.054, the 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.

§ 13.14 It is expressly understood that this Contract is not written for the benefit of third parties.

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 (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, for any of the following reasons:

.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.

§ 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, 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 ten (10) business days 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.

§ 14.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters material to the progress of the Work, the Contractor may, upon twenty (20) additional business days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors, Sub-subcontractors, or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors, Sub-subcontractors, or suppliers;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
.5 fails to furnish the Owner, upon 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;
.6 engages in worker misconduct in violation of Article 3.3.2 or 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
.7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. 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 termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' 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, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The 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 an assignment 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. 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.

§ 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 Owner, and shall obtain new Payment and Performance Bonds as required by law.

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 of termination. Such payment shall not cause the Contract Sum 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 Section14.4.

§ 14.5 Termination by the Owner for Non-Appropriation

§ 14.5.1 If the Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, the parties agree that the Contract is a commitment of Owner's current revenue only. As such, notwithstanding any contrary provision of the Contract, any payment obligation(s) of Owner created by the Contract shall be conditioned upon the availability of funds that are duly appropriated and allocated for such purpose. If such funds are not available, as determined by Owner in its sole discretion, Owner shall have the right to terminate the Contract, without default, penalty, or further obligation or liability to Contractor, effective at the end of the period for which such funds are available. In the event this provision is exercised, Owner shall provide written notice of non-appropriation, specifying the effective date of termination, to Contractor as soon as is reasonably practicable.

§ 14.5.2 Upon receipt of notice from the Owner of such termination for non-appropriation, 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.

§ 14.5.3 In case of such termination for non-appropriation, to the extent that funds have been duly appropriated and allocated for such purpose and are available, 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 of termination. Such payment shall not cause the Contract Sum to be exceeded. Such payment shall not include overhead and profit for Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, interpretation of the Contract terms, a change in the Contract Time, or other relief with respect to the terms of the Contract, the Work, or the Project. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Litigation

The Contractor shall commence all litigation against the Owner 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, if any, and within the period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Contractor waives all claims not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the 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 Owner and to the Architect. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representative. 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 that 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 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. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety-one (91) days after the occurrence of the event giving rise to such claim or within ninety-one (91) days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived. Pursuant to Texas Civil Practices and Remedies Code Section 16.071, Contractor agrees that this is a reasonable notice requirement.

§ 15.1.3.2 Claims by either the 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 Owner as provided herein. In such event, no decision by the Architect is required.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Contract Sum and Contract Time may be adjusted in accordance with the Architect's decision pursuant to Section 15.2, subject to the right of Contractor to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with its decision pursuant to Section 15.2.

§ 15.1.5 Claims for Additional Cost or an Increase in the Contract Sum

If the Contractor wishes to make a Claim for additional cost or for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if otherwise delegated and provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution or other legal remedies as provided for in the Contract Documents.

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User Notes: (909736019)

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, such a Claim shall be documented in accordance with Article 8 and notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of the probable effect of the 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. Adverse weather conditions means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year.

§ 15.1.6.2.1 Weather data obtained from the National Oceanic and Atmospheric Administration (NOAA) shall form the baseline for estimating anticipated delays and project durations and determining the occurrence of unusually severe weather. Data in the table below is compiled from the number of days per month that the anticipated weather is expected to be adverse by analysis of NOAA for the Project location. NOAA Climate Normals for IAH have been used to establish the baseline of Anticipated Adverse Weather Days per month associated with the Project schedule duration. The number of Anticipated Adverse Weather Days expected for each month is as follows:

January	6 calendar days	July	6 calendar days
February	6 calendar days	August	6 calendar days
March	5 calendar days	September	6 calendar days
April	4 calendar days	October	6 calendar days
May	6 calendar days	November	6 calendar days
June	7 calendar days	December	6 calendar days

The number of Anticipated Adverse Weather Days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of Anticipated Adverse Weather Days during the period of the Contract.

§ 15.1.6.2.2 The Anticipated Adverse Weather Days shall be submitted with the Contractor's construction schedule for documenting future weather events and is considered to be part of the Project duration forming the Contract Time. Although the contractor is required to document the occurrence and effect of adverse weather on the Work, it does not relieve the Contractor or Architect of their respective responsibilities to investigate and determine if an excusable delay has occurred. The schedule of Anticipated Adverse Weather Days included in the Contract is established in work days. Similarly, actual weather data should be collected and recorded on a work day basis. Monthly summaries should be maintained indicating actual adverse weather conditions and the impact on Work activities. To determine if any particular month experienced Adverse Weather Days, the number of actual Adverse Weather Days is compared to that as provided by the Anticipated Adverse Weather Days. If the number of actual Adverse Weather Days is greater than the Anticipated Adverse Weather Days, then the contractor has experienced unusually severe weather. THE DETERMINATION THAT UNUSUALLY SEVERE WEATHER OCCURRED DOES NOT AUTOMATICALLY MEAN THAT THE CONTRACTOR RECEIVES A TIME EXTENSION FOR THE DIFFERENCE OF DAYS BETWEEN THE ANTICIPATED AND ACTUAL ADVERSE WEATHER DELAY DAYS. Further analysis is necessary to determine if the unusually severe weather prevented the execution of major items of Work on normal working days. The contractor's progress schedule must be evaluated to make this determination. No day will be counted as an actual Adverse Weather 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. If it is found that unusually severe weather actually prevented the execution of major items of Work on normal working days, a Contract Modification may be issued pursuant to Gov. Code 2269. Otherwise, no additional compensation for adverse weather delays/days will be provided.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in writing the detail noting the circumstances that form the basis for the claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, the party responsible for the delay, whether Contractor, Owner, Adverse Weather Days, or other, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. Requests for an extension of time pursuant to this Section 15.1.6 shall be submitted to the Architect in writing not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred and shall include documentation demonstrating the nature

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User Notes: (909736019)

and duration of the delays or disruptions. Where appropriate, a revised construction schedule indicating all the activities affected by the circumstances shall be included with the documentation. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section 15.1.6.3 shall be waived.

§ 15.1.6.4 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, Sub-subcontractors, or suppliers or otherwise under Contractor's control. Claims for extension of time may only be considered because of Adverse Weather Days, or 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. Claims for extension of time because of hindrances or delays not the fault of either Contractor or Owner shall be considered, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Unless otherwise delegated, Board approval shall be required for any extension of time. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives all Claims against Owner 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.

§ 15.2 Resolution of Claims and Disputes

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. 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 thirty (30) days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect will review Claims and within ten (10) days of the receipt of a Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, the Architect 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 Architect in making a written recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days (or in the case of Owner, ten (10) business days) after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished.

§ 15.2.5 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum 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.

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, may upon mutual written agreement, after written recommendation by the Architect or thirty (30) days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall not be a condition precedent to the initiation of any litigation arising out of such Claim. Claims for injunctive relief shall not be subject to this Section.

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§ 15.3.2 The parties may endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing to 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 mediation shall be conducted by the Center for Public Policy Dispute Resolution at the University of Texas School of Law.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Owner's main administrative office is located, unless another location is mutually agreed upon. 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

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.

§ 15.5 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. Nothing in the Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of Owner, its trustees, officers, employees, or agents as a result of the execution of the Contract or performance of the functions or obligations described therein.

§ 15.6 In any adjudication under this Agreement, attorneys' fees may be awarded as provided by law.

DRAFT

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User Notes: (909736019)

Alief Independent School District

EV Charging Infrastructure At Transportation Center Services

6150 Synott Road
Houston Texas 77083

Salas O'Brien

Houston
10930 W. Sam Houston Pkwy North, Suite 900
Houston, Tx 77064
Salas O'Brien Registration: F-4111

Salas O'Brien Project Number: 2550-02340-00

Board of Trustees

Dr. Darlene Breaux
President

Janet Spurlock
Vice President

Rick Moreno
Secretary

Dr. Lily Truong
Assistant Secretary

Dr. Gregg Patrick
Member

Isaac Perez
Member

Ann Williams
Member

Administration

Dr. Anthony Mays
Superintendent of Schools

Charles F. Woods
Deputy Superintendent for Business Services

Vinson Lewis
Assistant Superintendent of Support Services

Glenn Jarrett
Director of Maintenance and Operations

Building Codes

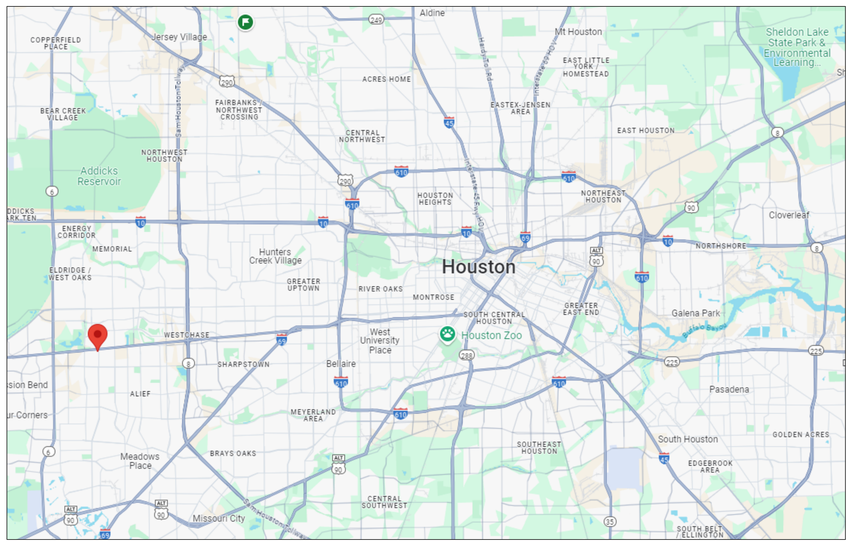
2021 International Building Code
2021 International Fire Code
2021 Uniform Mechanical Code
2021 Uniform Plumbing Code
2023 National Electric Code
2021 International Energy Conservation Code with Amendments

Scope of Work

Adding EV Charging Infrastructure at Transportation.

INDEX OF DRAWINGS

CS1.01	COVER SHEET - SITE AND INDEX OF DRAWINGS
C1.01	COMPOSITE SITE PLAN
C2.01	GRADING PLAN
S1.0	STRUCTURAL DETAILS
S1.1	ELECTRICAL EQUIPMENT PLATFORM
E1.01	ELECTRICAL SITE PLAN
E2.01	EV CHARGING STATION - PRIME STATION
E3.01	ONE-LINE DIAGRAM - EV CHARGERS
E4.01	ELECTRICAL DETAILS
P1.01	PLUMBING SITE PLAN
T1.01	TECHNOLOGY SITE PLAN



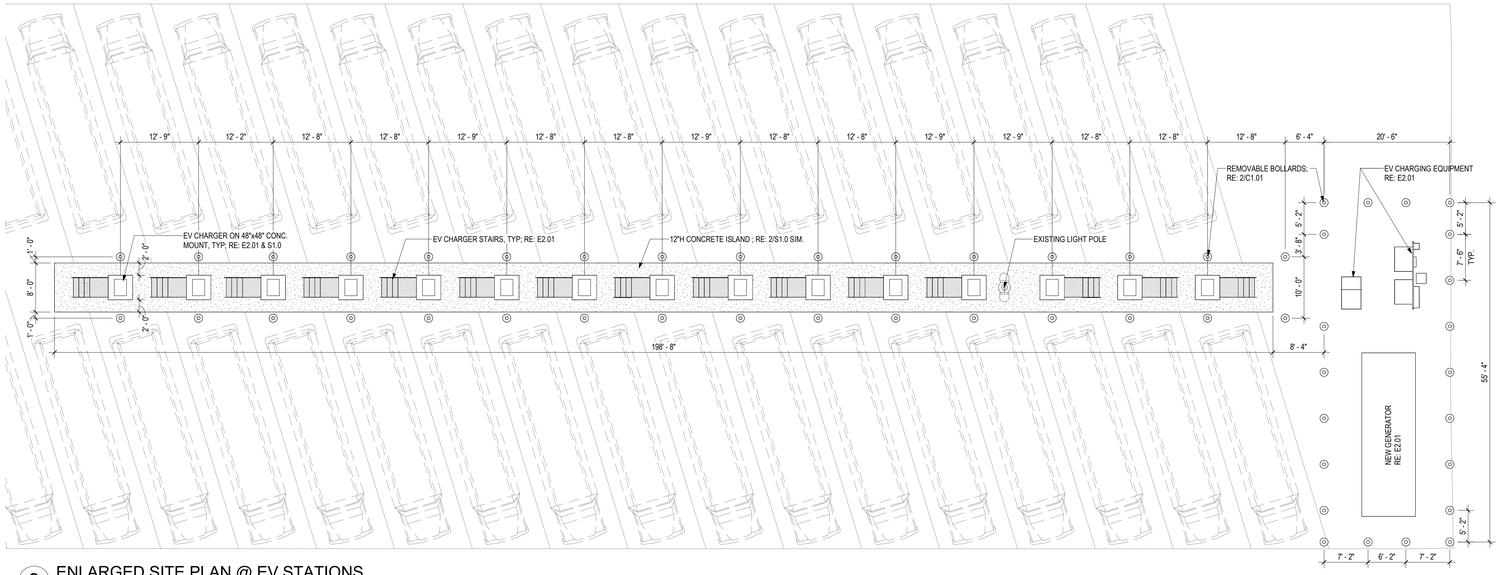
BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

06/02/2026

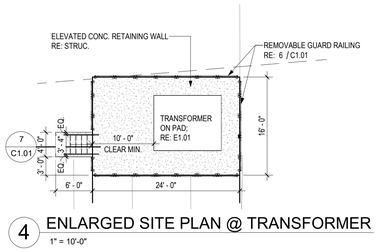
SHEET NAME
COVER SHEET - SITE AND INDEX OF DRAWINGS

SHEET NUMBER
CS1.01

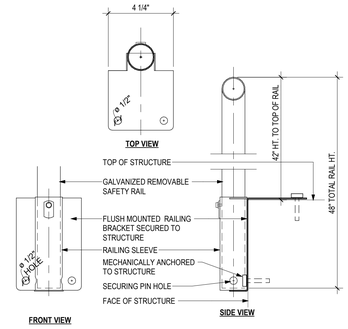
REVISION



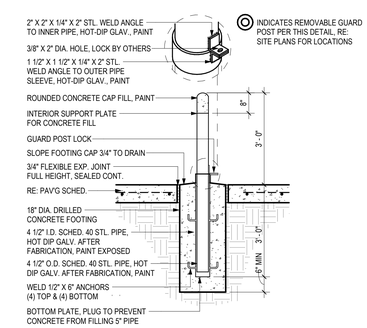
3 ENLARGED SITE PLAN @ EV STATIONS
1" = 10'-0"



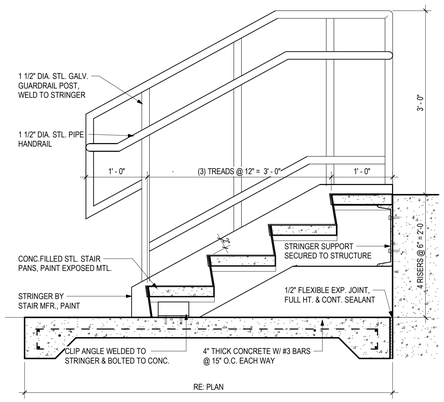
4 ENLARGED SITE PLAN @ TRANSFORMER
1" = 10'-0"



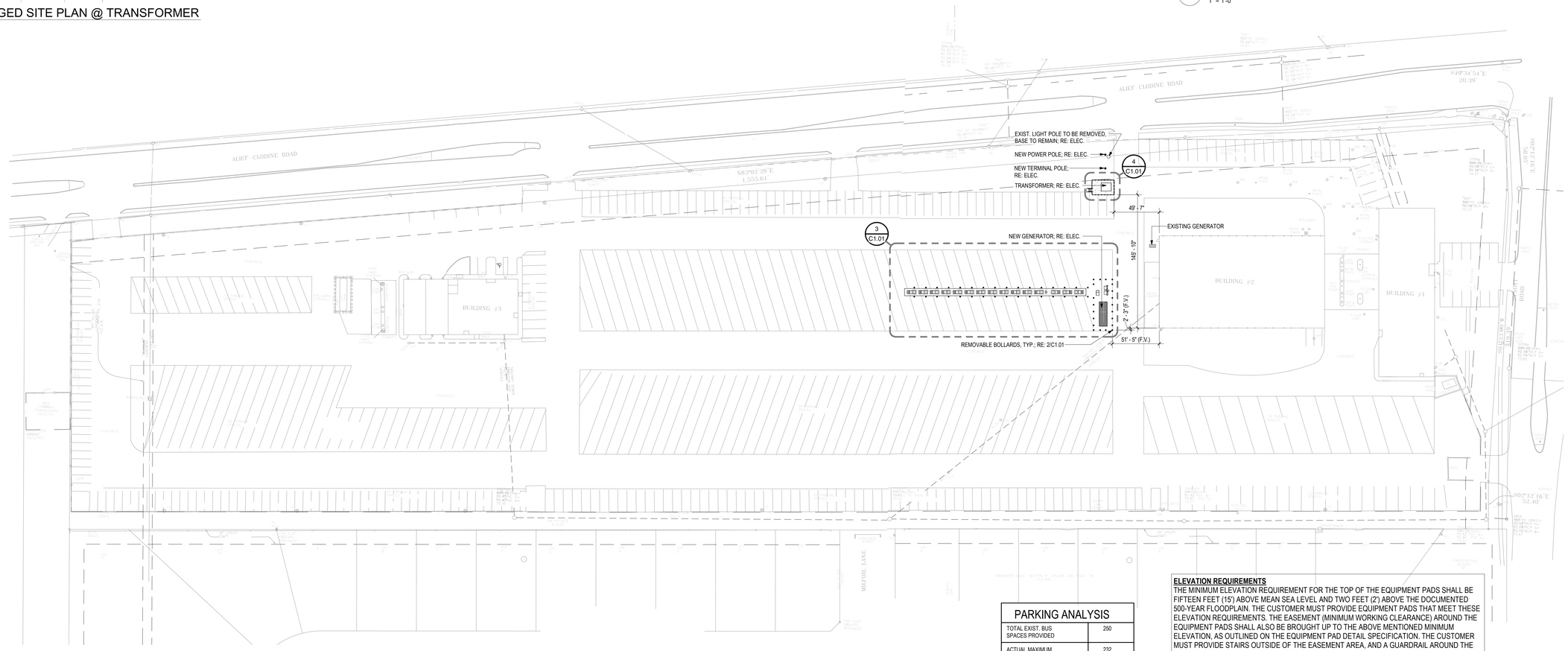
6 MISC - RAILING BRACKET
3" = 1'-0"



2 MISC - REMOVABLE GUARD POST
1/2" = 1'-0"



7 STAIR - RETAINIG WALL
1" = 1'-0"



1 COMPOSITE SITE PLAN - TRANSPORTATION CENTER
1" = 50'-0"

PARKING ANALYSIS	
TOTAL EXIST. BUS SPACES PROVIDED	250
ACTUAL MAXIMUM BUS PARKING AT BLDG	232
TOTAL BUS SPACES PROVIDED AFTER NEW GENERATOR	250

ELEVATION REQUIREMENTS
THE MINIMUM ELEVATION REQUIREMENT FOR THE TOP OF THE EQUIPMENT PADS SHALL BE FIFTEEN FEET (15') ABOVE MEAN SEA LEVEL AND TWO FEET (2') ABOVE THE DOCUMENTED 500-YEAR FLOODPLAIN. THE CUSTOMER MUST PROVIDE EQUIPMENT PADS THAT MEET THESE ELEVATION REQUIREMENTS. THE EASEMENT (MINIMUM WORKING CLEARANCE) AROUND THE EQUIPMENT PADS SHALL ALSO BE BROUGHT UP TO THE ABOVE MENTIONED MINIMUM ELEVATION, AS OUTLINED ON THE EQUIPMENT PAD DETAIL SPECIFICATION. THE CUSTOMER MUST PROVIDE STAIRS OUTSIDE OF THE EASEMENT AREA, AND A GUARDRAIL AROUND THE PERIMETER OF THE ELEVATED AREA AS REQUIRED BY OSHA AND THE GOVERNING CITY OR COUNTY BUILDING CODE. THE EASEMENT AREA SURROUNDING THE EQUIPMENT PADS SHALL NOT HAVE A SLOPE GREATER THAN 2%. THE PAD AND MINIMUM EASEMENT ELEVATIONS (MINIMUM WORKING CLEARANCE) MUST BE VERIFIED AT THE TIME OF INSTALLATION.

PLAN NORTH

REVISION DESCRIPTION	DATE	
ISSUE FOR PERMIT	10/14/24	
CITY COMMENTS	11/04/24	
PERMIT REVIEW	xx/xx/xx	
PERMIT REVISION	1/24/25	A
Revision 1	6/5/26	1



1-24-2025

EV CHARGING INFRASTRUCTURE AT TRANSPORTATION SERVICES

ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77082

ARCADIS
TEXAS ARCADIS INC.
1330 POST OAK BOULEVARD, SUITE 2250
HOUSTON, TX 77056
tel 281.286.6605, fax 713.977.4620

PROJECT NUMBER:	2024-02412
DATE:	1-24-2025
DRAWN BY:	CH
CHECKED BY:	AS

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
COMPOSITE SITE PLAN

C1.01

NO.	REVISION DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26

BROOKS & SPARKS, INC.
F-880

STATE OF TEXAS
FRANK E. BROOKS
98225
REGISTERED
PROFESSIONAL
ENGINEER

05/ 03/ 2026

EV CHARGING INFRASTRUCTURE AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

ARCADIS

TEXAS ARCADIS INC.
1330 POST OAK BLVD, SUITE 2250
HOUSTON, TX 77056
tel 281.286.6605, fax 713.977.4620

PROJECT NUMBER:	2024-02412
DATE:	12-11-2024
DRAWN BY:	Author
CHECKED BY:	Checker

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
GRADING PLAN

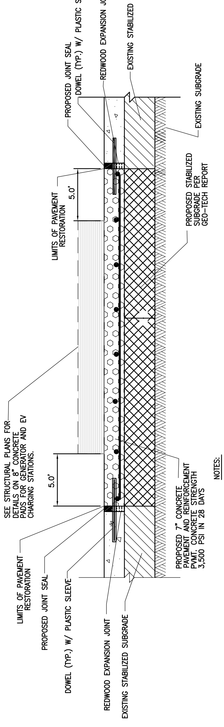
C2.01

PLAN NORTH

LEGEND:

- TC|80.50| PROPOSED TOP OF CURB/PAD ELEV.
- TP|80.00| PROPOSED TOP OF PAVEMENT ELEV.
- TW|80.00| PROPOSED TOP OF WALK ELEV.
- FL|79.00| PROPOSED FLOWLINE ELEV.
- |80.00| PROPOSED CONTOUR
- M.E.P. MATCH EXIST. PAVEMENT
- DIRECTION OF FLOW

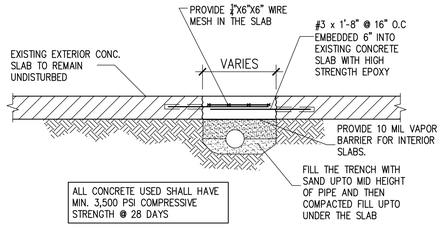




NOTES:

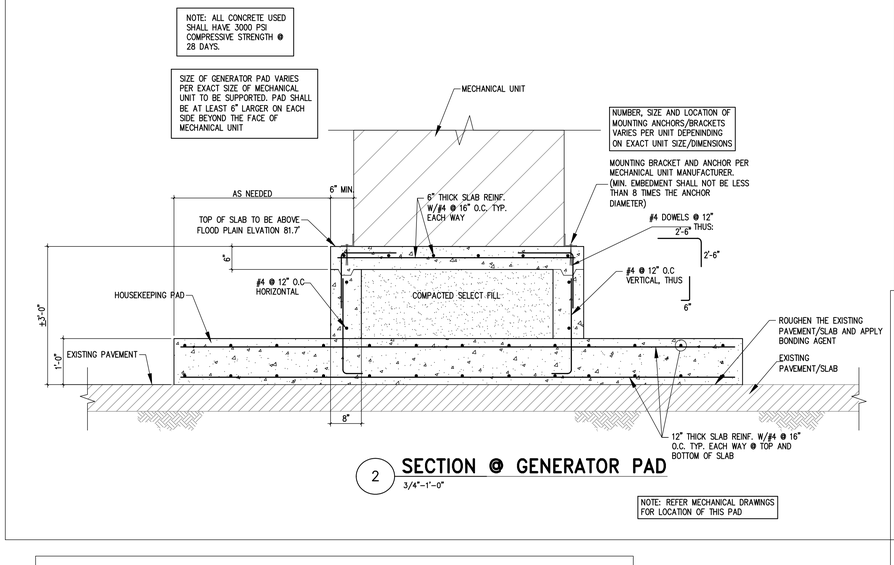
1. PROP FULL DEPTH SAW CUT EXISTING PAVEMENT. PROVIDE HORIZONTAL DOWELS PER PLANS AND SPECIFICATIONS.
2. ALL EXPANSION JOINTS, SAWED JOINTS, PAVING JOINT SEALANT SHALL CONFORM TO PLANS AND SPECIFICATIONS.
3. REPLACE PAVEMENT MARKING IN CONFORMANCE WITH PLANS AND SPECIFICATIONS.
4. CEMENT-SAND BACKFILL SHALL CONSIST OF NOT LESS THAN 1.5 SACKS OF CEMENT PER CUBIC YARD MIXED WITH ENOUGH WATER TO HYDRATE THE CEMENT. THE MATERIAL SHALL BE PLACED AND COMPACTED TO 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE TO THE BOTTOM OF THE PAVEMENT SUBGRADE.
5. FOR 7" PAVEMENT PROVIDE #5 BARS @ 18" O.C.E.W.

PAVEMENT REPAIR
N.T.S.

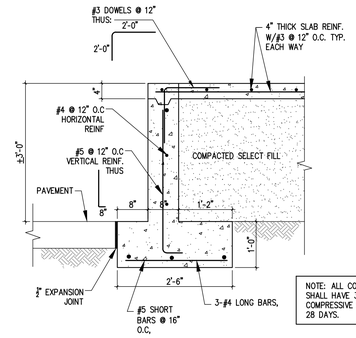


1 **TYP. SECTION @ TRENCH IN–FILL**
N.T.S

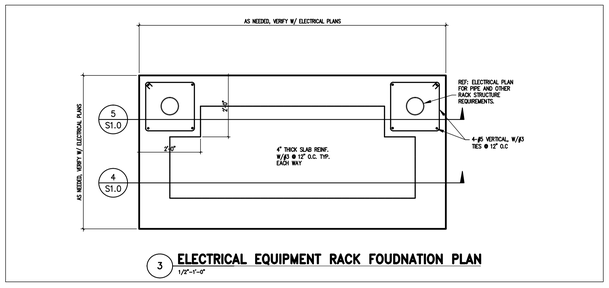
WIND NOTE:
THE FOUNDATION FOR LIGHT POST, EV CHARGING STATION AND GENERATOR FOR THIS PROJECT ARE DESIGNED TO RESIST ULTIMATE WIND SPEED OF 138 MPH, 3 SEC. GUST, RISK CATEGORY III AS PER IBC 2021 AND ASCE7-22.



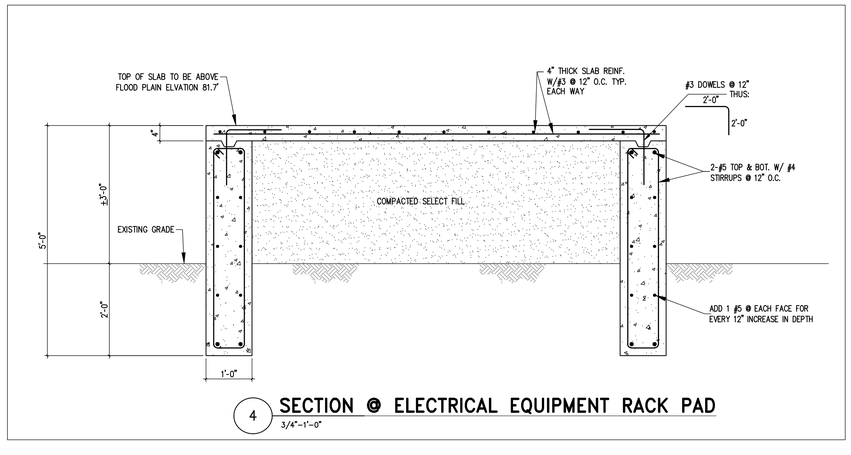
2 **SECTION @ GENERATOR PAD**
3/4"–1'–0"



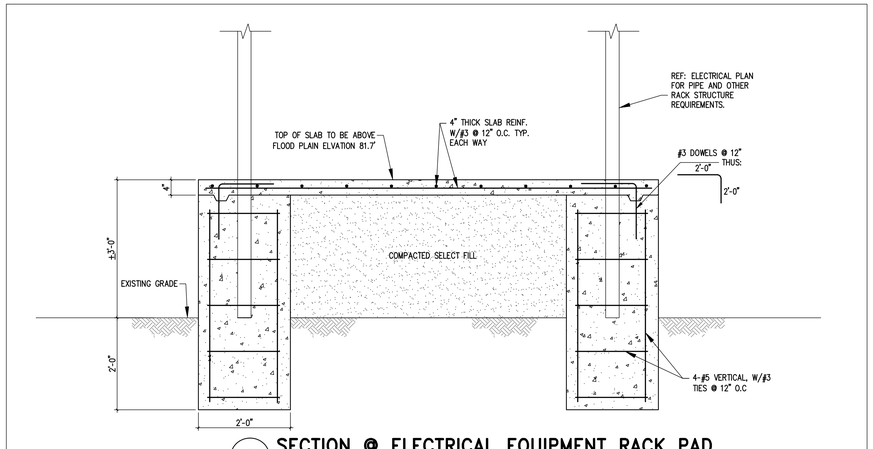
6 **SECTION @ TRANSFORMER RAISED PLATFORM**
3/4"–1'–0" SEE 4/C1.01 FOR PLAN VIEW OF TRANSFORMER PLATFORM



3 **ELECTRICAL EQUIPMENT RACK FOUDNATION PLAN**
1/2"–1'–0"



4 **SECTION @ ELECTRICAL EQUIPMENT RACK PAD**
3/4"–1'–0"



5 **SECTION @ ELECTRICAL EQUIPMENT RACK PAD**
3/4"–1'–0"

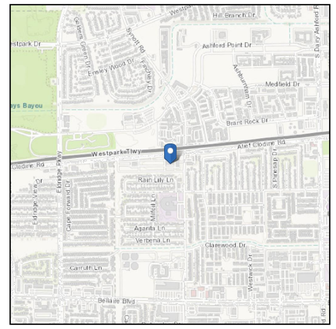
ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

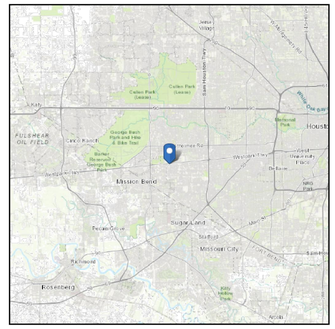
ASCE Hazards Report

Address:
6150 Synott Rd
Houston, Texas
77083

Standard: ASCE/SEI 7-22
Risk Category: III
Soil Class: Default

Latitude: 29.712352
Longitude: -95.615817
Elevation: 80.79204292327181 ft (NAVD 88)





Wind

Results:

Wind Speed	138 Vmph
10-year MRI	76 Vmph
25-year MRI	90 Vmph
50-year MRI	102 Vmph
100-year MRI	112 Vmph
300-year MRI	124 Vmph
700-year MRI	132 Vmph
1,700-year MRI	138 Vmph
3,000-year MRI	143 Vmph
10,000-year MRI	151 Vmph
100,000-year MRI	166 Vmph
1,000,000-year MRI	178 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1C and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Thu Jan 30 2025

ARVINDER SINGH RIAR
104774
LICENSED
PROFESSIONAL ENGINEER
07/07/2026

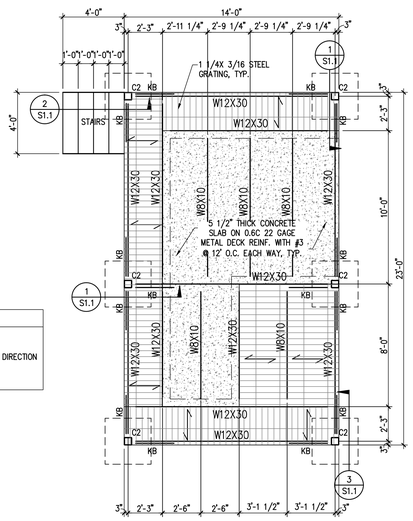
TX FIRM REGISTRATION
F–16037
NEXGEN
ENGINEERS
LLC
5600 Northwest
Central Drive, # 230
Houston, TX 77092
ph; 713–462–4269

EV CHARGING INFRASTRUCTURE
AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
HOUSTON
10930 W. SAM HOUSTON PKWY NORTH SUITE 900
HOUSTON, TX 77064
Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

STRUCTURAL DETAILS

S1.0



LEGEND

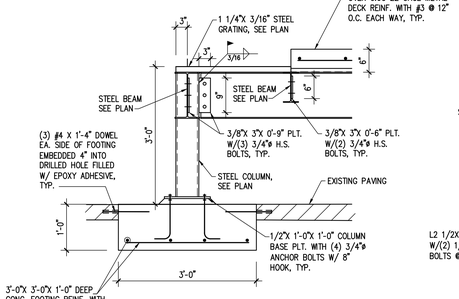
C2 = INDICATES HSS 6X6X3/8 COLUMN

= INDICATES STEEL GRATING SPAN DIRECTION

KB = INDICATES KNEE BRACE

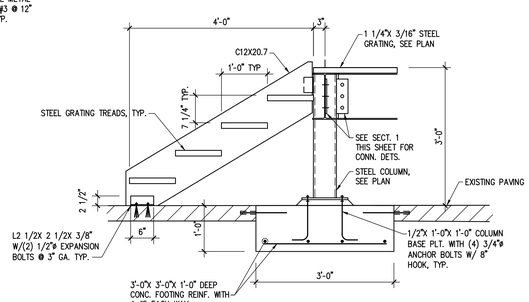
A PLAN VIEW – ELECTRICAL EQUIPMENT PLATFORM

1/4"=1'-0"



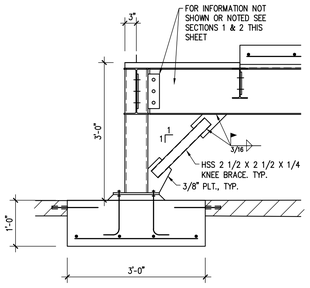
1 S1.1 SECTION

3/4"=1'-0"



2 S1.1 SECTION

3/4"=1'-0"



3 S1.1 TYPICAL KNEE BRACE DETAIL

3/4"=1'-0"

DESIGN CRITERIA

A. DESIGN CODE: INTERNATIONAL BUILDING CODE 2021.

B. DESIGN LOADS:

	LIVE LOADS: (PSF):
MECHANICAL LOAD	AS PER CUT-SHEETS
WIND SPEED	139 MPH RISK CATEGORY III
EXPOSURE CATEGORY	"B"

REINFORCED CONCRETE NOTES:

1. DETAILING OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH ACI PUBLICATION 315, LATEST EDITION.
2. CONCRETE REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615, GRADE 60. #3 BARS CAN BE ASTM A-615 GRADE 40. WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A 185.
3. CONCRETE IN ALL AREAS SHALL HAVE SAND AND GRAVEL AGGREGATE CEMENT CONFORMING TO ASTM C 150, TYPE I, AND DESIGNATED COMPRESSIVE STRENGTH (f'c) AT 28 DAYS AS CALLED OUT IN NOTE #4 BELOW. ALSO SEE PROJECT SPECIFICATIONS FOR DIFFERENT AGGREGATE AND COMPRESSIVE STRENGTH REQUIREMENTS.
4. UNLESS NOTED OTHERWISE, CONCRETE SHALL MEET OR EXCEED THE MINIMUM COMPRESSIVE STRENGTH REQUIREMENTS AT 28 DAYS:

   A. CONCRETE DESIGN STRENGTH:

      a. FOOTINGS ---------- f'c = 3,500 PSI

   B: CONCRETE COVER REINFORCEMENT COVER SHALL MEET THE FOLLOWING REQUIREMENTS (UNLESS SPECIFICALLY NOTED OTHERWISE IN PLANS):

      a. FOOTINGS ----------3" BOTTOM 1 1/2" SIDES

      (SEE SECTION 7.7 ACI 318-05 FOR CONDITIONS NOT NOTED)

5. FLY ASH MAY BE USED TO REPLACE A PORTION OF THE PORTLAND CEMENT. THE RATIO OF FLY ASH TO THE TOTAL OF THE FLY ASH AND CEMENT IN A MIX SHALL NOT EXCEED 20% . FLY ASH SHALL CONFORM TO ASTM C618, TYPE C OR F.
6. NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOBSITE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE CONCRETE SUPPLIER TO ENSURE A PUMPABLE AND WORKABLE MIX WITHOUT THE ADDITION OF WATER AT THE JOBSITE. THE USE OF PLASTICIZERS, RETARDANTS AND OTHER ADDITIVES SHALL BE AT THE OPTION OF THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER. FOLLOW THE RECOMMENDATIONS OF THE MANUFACTURER FOR THE PROPER USE OF ADDITIVES. THE USE OF CALCIUM CHLORIDE OR OTHER CHLORIDE BEARING SALTS SHALL NOT BE PERMITTED.
7. CONCRETE SLUMP TESTS SHALL BE MADE BEFORE AND AFTER THE ADDITION OF ADMIXTURES AND MAY BE TAKEN AT THE BACK OF THE TRUCK. CONCRETE FOR THE PREPARATION OF TEST CYLINDERS SHALL BE TAKEN FROM THE HOSE END FOR CONCRETE PLACED BY PUMP.
8. ALL REINFORCING STEEL SHALL BE LAPPED PER THE "TENSION LAP SCHEDULE" ON SHEET S0.1 LAP SPLICES AT CORNERS AND INTERSECTIONS WITH STANDARD 90 DEGREE BEND ON CORNER BARS. LAP TOP BARS AT CENTER OF SPAN; LAP BOTTOM BARS AT SUPPORTS. LAP WELDED WIRE MESH ONE FULL MESH AT SIDE AND END LAPS.
9. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ANY OTHER ADDITIONAL SLEEVES, ANCHORS, VENT OPENINGS, ETC., NOT SHOWN ON STRUCTURAL PLANS THAT MIGHT BE REQUIRED.
10. PLACE CONCRETE IN A MANNER SO AS TO PREVENT SEGREGATION OF THE MIX. DELAY FLOATING AND TROWELING OPERATIONS UNTIL CONCRETE HAS LOST SURFACE WATER SHEEN OR ALL FREE WATER. DO NOT SPRINKLE FREE CEMENT ON THE SLAB SURFACE. FINISHING OF SLAB SURFACES SHALL COMPLY WITH THE RECOMMENDATIONS OF ACI 302.1 AND 304.
11. UNLESS NOTED OTHERWISE ON PLAN, CONTROL JOINTS TO BE LOCATED APPROXIMATELY 400 SQ. FT. GRIDS. ACTUAL LOCATION TO BE DETERMINED BY OWNER OR CONTRACTOR.
12. PROTECT THE CONCRETE SURFACE BETWEEN FINISHING OPERATIONS ON HOT, DRY DAYS OR ANY OTHER TIME THAT PLASTIC SHRINKAGE CRACKS COULD DEVELOP BY USING WET BURLAP, PLASTIC MEMBRANE OR FOGGING. PROTECT CONCRETE SLAB AT ALL TIMES FROM RAIN, HAIL OR OTHER INJURIOUS EFFECTS.
13. UNLESS SPECIFIED, CONCRETE MUST REACH THE FOLLOWING PERCENTAGES OF ITS 28-DAY COMPRESSIVE STRENGTH (Fc), BEFORE FORMS MAY BE REMOVED. 40% COLUMNS,
14. AN INDEPENDENT CERTIFIED TESTING LABORATORY SHALL VERIFY AND PROVIDE REPORTS CERTIFYING THE FOLLOWING:

    A. CONCRETE PLANT BATCH TICKETS FOR EACH TRUCK VERIFY THAT THE CONCRETE MATCHES THE APPROVED DESIGN MIX.

    B. CONCRETE SLUMP IS IN ACCORDANCE WITH APPROVED DESIGN MIX.

    C. CONCRETE PLACEMENT PREPARATIONS ARE IN ACCORDANCE WITH ACI SPECIFICATIONS.

    D. CONTRACTION JOINTS ARE INSTALLED WITHIN THE ACI TIME ALLOWANCE.

    E. PROPER CURING METHODS ARE BEING UTILIZED.

15. NO CONCRETE SHALL BE PLACED OUTSIDE OF THESE SPECIFICATIONS WITHOUT THE ARCHITECT'S PRIOR APPROVAL. ANY ITEMS NOT IN COMPLIANCE WITH THE OUTLINED SPECIFICATION SHALL BE REPORTED TO THE ARCHITECT AND STRUCTURAL ENGINEER WITHIN 24 HOURS.

STRUCTURAL STEEL NOTES

1. ALL STRUCTURAL STEEL MEMBERS SHALL CONFORM TO THE FOLLOWING DESIGNATION:

W SHAPES ----------	ASTM A992 (50 KSI)
SQUARE & RECTANGULAR TUBES (HSS) ------	ASTM A500 GR. B (46 KSI)
ROUND TUBES (HSS) ----------	ASTM A500 GR. B (42 KSI)
STEEL PIPE ----------	ASTM A53 GR. B (35 KSI)
CHANNELS ----------	ASTM A36 (36 KSI)
PLATES, ANGLES, MISC. STEEL ----------	ASTM A36 (36 KSI)
ANCHOR BOLTS ----------	ASTM F1554 (55 KSI)

2. ALL STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH A.I.S.C. STANDARDS ASD 9th. EDITION AND / OR LRFD 3rd. EDITION.
3. FOR ALL HIGH STRENGTH BOLTS, HARDENED WASHERS SHALL BE PROVIDED ON NUT SIDE OF BOLT FOR TORQUING AS REQUIRED.
4. ALL WELDING SHALL CONFORM TO STANDARD OF THE AMERICAN WELDING SOCIETY, AWS D1.1 LATEST EDITION STRUCTURAL WELDING CODE.
5. E70 ELECTRODES FOR ALL FIELD AND SHOP WELDING SHALL CONFORM TO ANSI / AWS D1.1 LATEST EDITION UNLESS NOTED OTHERWISE, ALL WELD SIZES SHALL BE PER AISC CODE.
6. SPLICING STRUCTURAL MEMBERS IS PROHIBITED WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
7. ANY TEMPORARY SHORING OF BRACING DURING THE CONSTRUCTION PHASE BEFORE COMPLETION OF CONNECTION AND POURING OF FLOOR SLAB IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. IF NOT SHOWN ON THE DRAWINGS, SUPPORT OF METAL DECK AROUND COLUMN CLOSURE, SCREED PLATES AROUND THE OPENINGS AND EDGE OF SLAB SHALL BE PROVIDED BY THE CONTRACTOR.
9. ALL FIELD CONNECTIONS TO BE BOLTED WITH A325 BOLTS. BOLTS TO BE LE JEUNE TYPE OR EQUAL.
10. ALL EXPOSED STEEL SHALL BE HOT DIPPED GALVANIZED.
11. ALL GROUT UNDER BASE PLATES SHALL HAVE A MINIMUM COMPRESSIBLE STRENGTH OF 6000 PSI
12. ALL ANCHOR BOLTS SHALL BE ASTM F1554 (55 KSI)

STATE OF TEXAS
ARVINDER SINGH RIAR
104774
LICENSED
PROFESSIONAL ENGINEER
07/07/2026

TX FIRM REGISTRATION
F-16037

NEXGEN
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LLC
5600 Northwest
Central Drive, # 230
Houston, TX 77092
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EV CHARGING INFRASTRUCTURE
AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
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10930 W. SAM HOUSTON PKWY NORTH SUITE 900
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Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

ELECTRICAL EQUIPMENT PLATFORM

S1.1

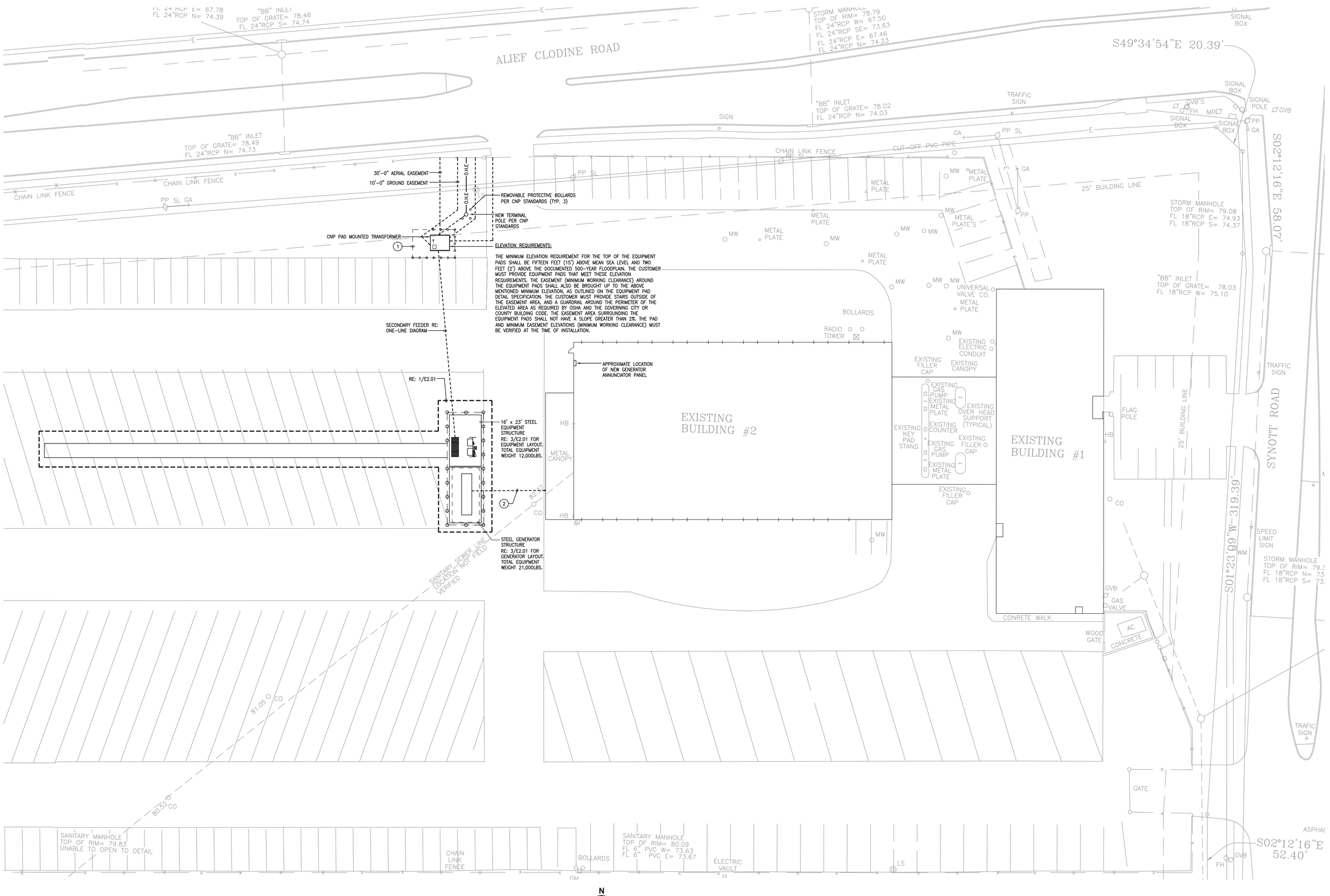
ALL ELECTRICAL EV CHARGERS SHALL BE DESIGNED AND INSTALLED TO BE ELEVATION COMPLIANT IN ACCORDANCE WITH HARRIS COUNTY, TEXAS REQUIREMENTS. SPECIFICALLY, MINIMUM FLOOD PROTECTION SHALL BE PROVIDED BY ELEVATING ALL EV CHARGING EQUIPMENT TO OR ABOVE THE 500-YEAR WATER SURFACE ELEVATION (WSEL) PLUS TWO (2) FEET OF ADDITIONAL FREEBOARD.

ELECTRICAL KEYED NOTES

1. PROPOSED UTILITY PAD MOUNTED TRANSFORMER LOCATION. WITH 16' X 24' GROUND EASEMENT AND REMOVABLE PROTECTIVE BOLLARDS PER CENTERPOINT STANDARDS. COORDINATE WITH UTILITY COMPANY/OWNER FOR EXACT LOCATION AND OTHER REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK.
2. ROUTE 1"C. TO GENERATOR ANNUNCIATOR PANEL LOCATED IN BUILDING #2. ROUTE CONDUIT UNDERGROUND TO NEAREST BUILDING STEEL. ROUTE ON EXPOSED BUILDING STEEL TO ANNUNCIATOR PANEL LOCATION.

ELECTRICAL GENERAL NOTES

1. ALL EQUIPMENT/MATERIALS TO BE INSTALLED SHALL BE LISTED AND LABELED FOR THE INTENDED USE, AND INCLUDED IN A LIST PUBLISHED BY AN APPROVED AGENCY, ONLY LISTED AND LABELED EQUIPMENT/MATERIALS SHALL BE USED IN ACCORDANCE WITH ANY INSTRUCTIONS INCLUDED IN THE LISTING OR LABELING PER NEC ARTICLE 110.3(B), CITY OF HOUSTON ELECTRICAL CODE SECTION 508, AND AUTHORITY HAVING JURISDICTION.
2. CONTRACTOR TO VERIFY EXISTING CONDITIONS IN FIELD FOR (UNDERGROUND PIPING AND CONDUIT/WIRING) PRIOR TO BID. ANY DAMAGES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR TO COORDINATE FINAL LOCATION OF ALL CONDUIT WITH ALL OTHER TRADES. REFER TO CIVIL DRAWINGS FOR FINAL ROUTING AND DEPTH OF ALL UNDERGROUND UTILITIES.



N

1 TRANSPORTATION CENTER ELECTRICAL SITE PLAN - EV CHARGERS, BUILDING #1 AND #2
SCALE: 1" = 20'

REVISION	DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26
2	GENERATOR SERVICE	05/20/26

BRADLEY KALMANS
80219
LICENSED PROFESSIONAL ENGINEER
06/26/2026

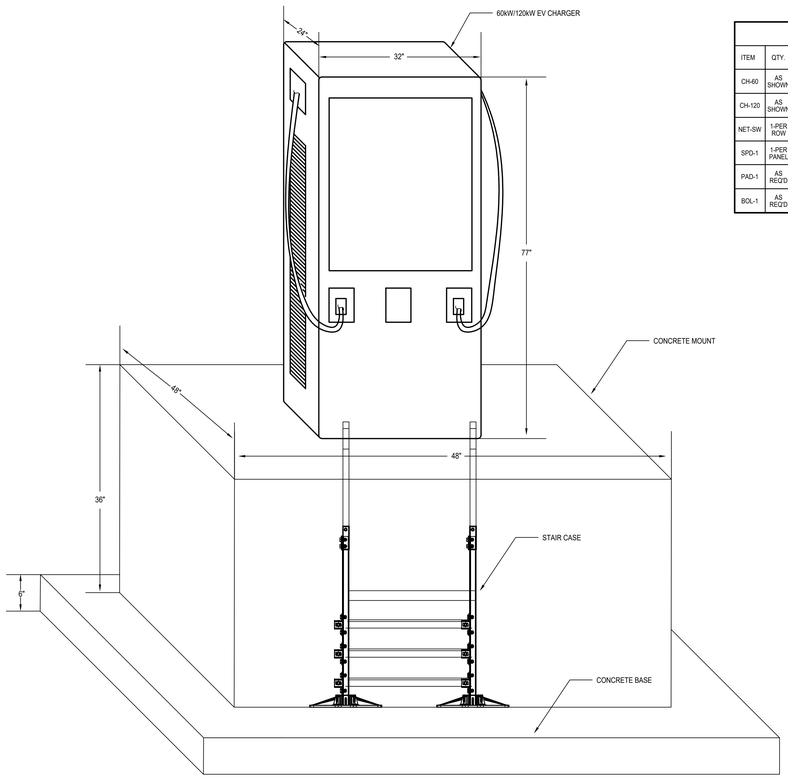
GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
HOUSTON
10930 W. SAM HOUSTON PKWY NORTH SUITE 900
HOUSTON, TX 77064
Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

PROJECT NUMBER:	2024-02412-00
DATE:	12-05-2025
DRAWN BY:	DS
CHECKED BY:	JZ

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
ELECTRICAL SITE

E1.01



N

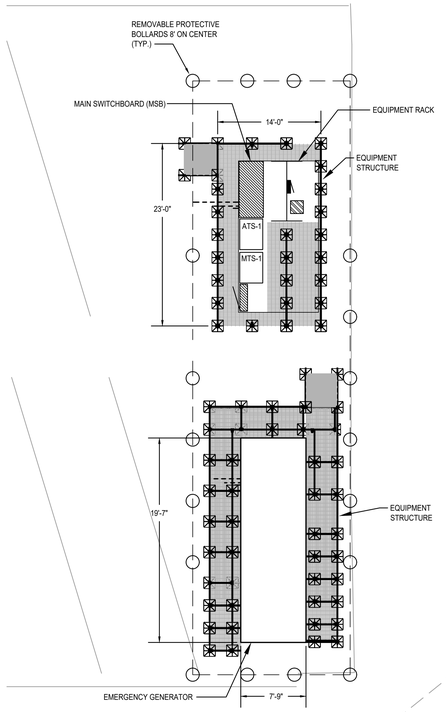
4 EV CHARGING EQUIPMENT MOUNTING
SCALE: N.T.S

ELECTRIC BUS CHARGING EQUIPMENT SCHEDULE

ITEM	QTY.	MANUFACTURER AND	MODEL	POWER	INPUT	OUTPUT	CABLE	COMMS	NOTES
CH-60	AS SHOWN	AUTEL	MAXICHARGER DCFC 60	60kW	480V 3Ø	150-1000 VDC 150A	25-FT CCS1	Wi-Fi / ETHERNET / 4G	OCPP, SOFTWARE PKG, 5-YEAR WARRANTY
CH-120	AS SHOWN	AUTEL	MAXICHARGER DCFC 120	120kW	480V 3Ø	150-1000 VDC 300A	25-FT CCS1 (LIQUID COOLED)	Wi-Fi / ETHERNET / 4G	OCPP, SOFTWARE PKG, 5-YEAR WARRANTY
NET-SW	1-PER ROW	CISCO/EQUAL	INDUSTRIAL SWITCH	-	120V	-	-	ETHERNET	FOR CHARGER NETWORK
SPD-1	1-PER PANEL	SQUARE D / EQUAL	TYPE 1 SPD	-	480V	-	-	-	SURGE PROTECTION
PAD-1	AS REQ'D	-	CONCRETE PAD	-	-	-	-	-	PER CHARGER FOOTPRINT
BOL-1	AS REQ'D	-	STEEL BOLLARD	-	-	-	-	-	YELLOW SAFETY BOLLLARD

WEIGHT SCHEDULE

ITEMS:	WEIGHT:
3 SECTION MAIN SWITCHBOARD	3400 lbs
AUTOMATIC TRANSFER SWITCH	1400 lbs
MANUAL TRANSFER SWITCH	2320 lbs
DISTRIBUTION PANEL	600 lbs
WIRE & SUPPORTS	4300 lbs
OCCUPANTS	600 lbs
TOTAL WEIGHT:	1220 lbs



N

3 EV CHARGING EQUIPMENT AND STRUCTURE SIZING
SCALE: N.T.S

ALL ELECTRICAL EV CHARGERS SHALL BE DESIGNED AND INSTALLED TO BE ELEVATION COMPLIANT IN ACCORDANCE WITH HARRIS COUNTY, TEXAS REQUIREMENTS. SPECIFICALLY, MINIMUM FLOOD PROTECTION SHALL BE PROVIDED BY ELEVATING ALL EV CHARGING EQUIPMENT TO OR ABOVE THE 500-YEAR WATER SURFACE ELEVATION (WSEL) PLUS TWO (2) FEET OF ADDITIONAL FREEBOARD.

ELECTRICAL GENERAL NOTES

1. PROVIDE AUTEL 60 kW AND 120kW DC FAST CHARGERS AS SCHEDULED.
2. ALL CHARGERS SHALL INCLUDE.
   - 25-FT CCS1 CABLES
   - Wi-Fi + ETHERNET
   - CHARGER MANAGEMENT SOFTWARE
   - BUS TRACKING / TELEMETATICS INTEGRATION
   - 5-YEAR WARRANTY AND MAINTENANCE PACKAGE
3. INSTALL CHARGERS ON CENTER-ISLAND CONCRETE PADS BETWEEN ANGLED BUS ROWS.
4. PROVIDE CONDUIT TRENCH ALONG CENTER ISLAND FOR FEEDERS AND DATA.
5. PROVIDE TYPE 1 SPD AT EACH DISTRIBUTION PANEL FEEDING CHARGERS.
6. PROVIDE BOLLARDS AT ALL CHARGER LOCATIONS .
7. COORDINATE WITH UTILITY FOR TRANSFORMER SIZING.
8. ALL WORK SHALL COMPLY WITH NEC-2023, ARTICLES 110, 250, 105 AND 625.
9. PROVIDE AS-BUILT DRAWINGS, TEST REPORTS, AND COMMISSIONING DOCUMENTATIONS.
10. PROVIDE OWNER TRAINING AT PROJECT COMPLETION.

ELECTRICAL KEY NOTES

1. 120KW AUTEL MAXICHARGER: DC FAST 120KW-240 (UF120XXXXX) PROVIDE (1) 2 1/2" C. AT EACH LOCATION SHOWN. EV CHARGER CONCRETE BASE TO BE 48" W x 48" L X 36" H.
2. 60KW AUTEL MAXICHARGER: DC FAST 60KW-240 (UF60XXXXX) PROVIDE (1) 1 1/2" C. AT EACH LOCATION SHOWN. EV CHARGER CONCRETE BASE TO BE 48" W x 48" L X 36" H.
3. AUTOMATIC TRANSFER SWITCH (ATS-1) LOCATED ADJACENT TO MAIN SWITCHBOARD (MSB)
4. EMERGENCY STAND-BY GENERATOR
5. MANUAL TRANSFER SWITCH (MTS-1) LOCATED ADJACENT TO EMERGENCY GENERATOR.
6. EMERGENCY POWER OFF, EPO, SWITCH WITH COVER NEMA-3R ENCLOSURE TO POWER OFF ALL EV CHARGING STATIONS. EPO SHALL BE WIRED TO SWITCHBOARD 'MSB', MAIN BREAKER SHUNT-TRIP. REFER TO DETAIL #4 ON SHEET E4.01 FOR EPO MOUNTING DETAIL.
7. CONDUIT TO TERMINATE IN U.G. 36" x 36" x 36" PULL BOX. REFER TO DETAIL #3 ON SHEET E4.01.
8. EMERGENCY POWER OFF, EPO, SWITCH WITH COVER NEMA-3R ENCLOSURE TO POWER OFF EMERGENCY GENERATOR. REFER TO DETAIL #4 ON SHEET E4.01 FOR EPO MOUNTING DETAIL.

PANEL 'LAEV'

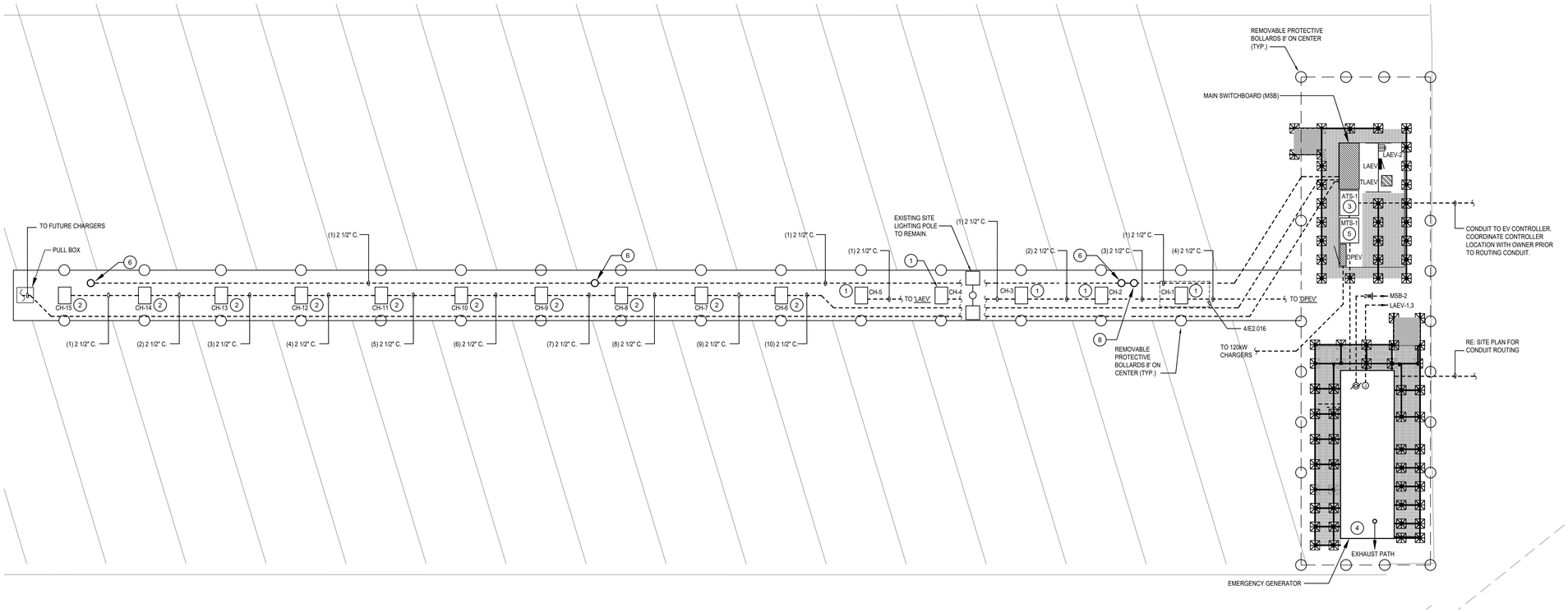
LOCATION: BUILDING #2

120/208V., 3PH., 4W.
100 AMP MCB

MOUNTING: SURFACE
NEMA-3R
10 K ISCA

CKT	LOAD	KVA	WIRE	BKR		BKR	WIRE	KVA	LOAD	CKT
1	GEN. LOAD CENTER	5.5	#8	60/2		20	#12	.6	GENERAL RECEPTACLE	2
3	- - -	5.5	#8	-		20	-	-	SPARE	4
5	SPARE	-	-	20		20	-	-	SPARE	6
7	SPARE	-	-	20		30	#10	-	SPDL	8
9	SPACE	-	-	20		-	#10	-	-	10
11	SPACE	-	-	20		-	#10	-	-	12

CONTINUOUS (LTG.) LOAD x 1.25 = 0 KVA
MISC. LOAD x 1.0 = 8.5 KVA
TOTAL KVA = 8.5 KVA



N

1 EV CHARGING STATION ELECTRICAL POWER PLAN - PRIMARY STATIONS
SCALE: 1" = 1/8"

REVISION	DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26
2	GENERATOR SERVICE	05/20/26

BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
06/26/2026

GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES

ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
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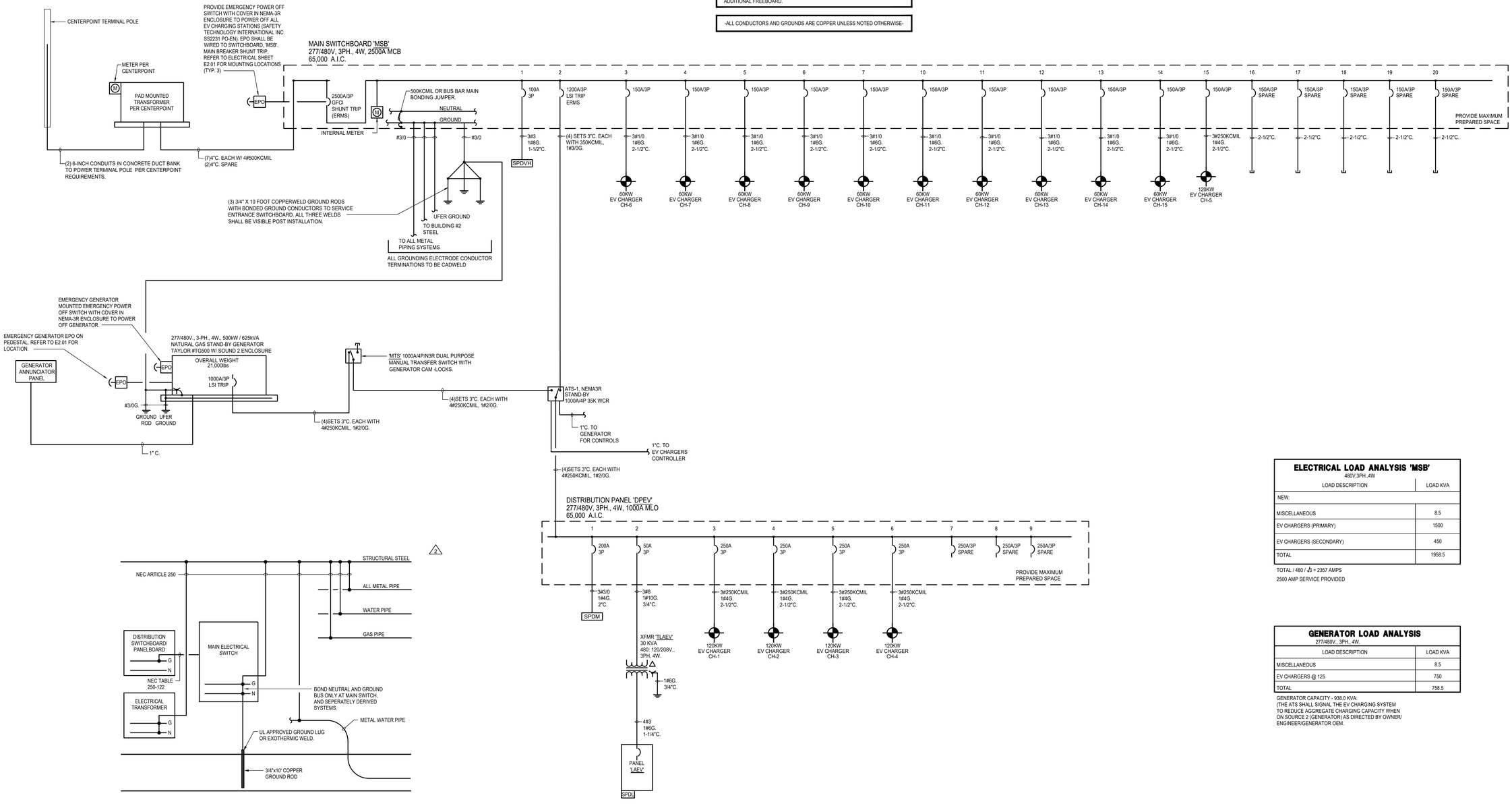
PROJECT NUMBER: 2024-02412-00	
DATE:	12-05-2025
DRAWN BY:	JS
CHECKED BY:	JZ

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
EV CHARGING STATION - PRIME. STATION

E2.01

ALL ELECTRICAL EV CHARGERS SHALL BE DESIGNED AND INSTALLED TO BE ELEVATION COMPLIANT IN ACCORDANCE WITH HARRIS COUNTY, TEXAS REQUIREMENTS. SPECIFICALLY, MINIMUM FLOOD PROTECTION SHALL BE PROVIDED BY ELEVATING ALL EV CHARGING EQUIPMENT TO OR ABOVE THE 500-YEAR WATER SURFACE ELEVATION (WSEL) PLUS TWO (2) FEET OF ADDITIONAL FREEBOARD.

-ALL CONDUCTORS AND GROUNDS ARE COPPER UNLESS NOTED OTHERWISE-



1 ELECTRICAL ONE-LINE DIAGRAM - EV CHARGERS
SCALE: NONE

2 GROUNDING DETAIL
SCALE: NONE

ELECTRICAL LOAD ANALYSIS 'MSB'
480V,3PH.,4W

LOAD DESCRIPTION	LOAD KVA
NEW:	
MISCELLANEOUS	8.5
EV CHARGERS (PRIMARY)	1500
EV CHARGERS (SECONDARY)	450
TOTAL	1958.5

TOTAL / 480 / $\sqrt{3}$ = 2357 AMPS
2500 AMP SERVICE PROVIDED

GENERATOR LOAD ANALYSIS
277/480V., 3PH., 4W.

LOAD DESCRIPTION	LOAD KVA
MISCELLANEOUS	8.5
EV CHARGERS @ 125	750
TOTAL	758.5

GENERATOR CAPACITY - 938.0 KVA:
(THE ATS SHALL SIGNAL THE EV CHARGING SYSTEM TO REDUCE AGGREGATE CHARGING CAPACITY WHEN ON SOURCE 2 (GENERATOR) AS DIRECTED BY OWNER/ ENGINEER/GENERATOR OEM.

REVISION	DESCRIPTION	DATE
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2	GENERATOR SERVICE	05/20/26

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80219
LICENSED
PROFESSIONAL
ENGINEER
06/26/2026

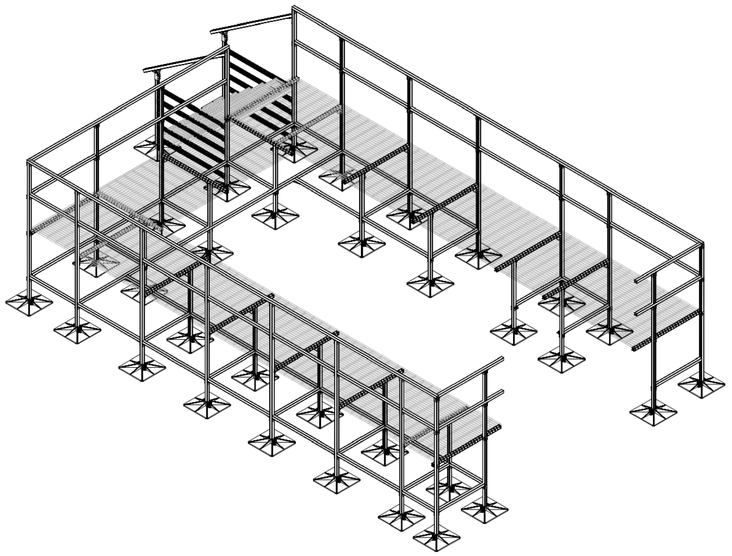
GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6501 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
HOUSTON
10930 W. SAM HOUSTON PKWY NORTH SUITE 900
HOUSTON, TX 77064
Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

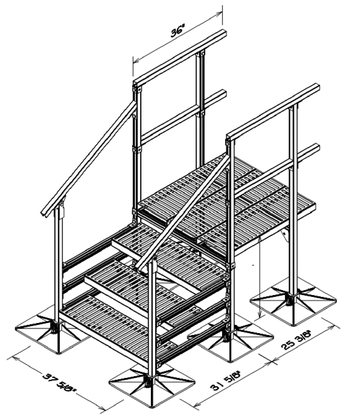
PROJECT NUMBER:	2024-02412-00
DATE:	12-05-2025
DRAWN BY:	DS
CHECKED BY:	JZ

TRANSPORTATION CENTER
BUILDINGS #1 & #2
9150 SYNOTT
HOUSTON, TX 77083
ONE-LINE DIAGRAM - EV CHARGERS

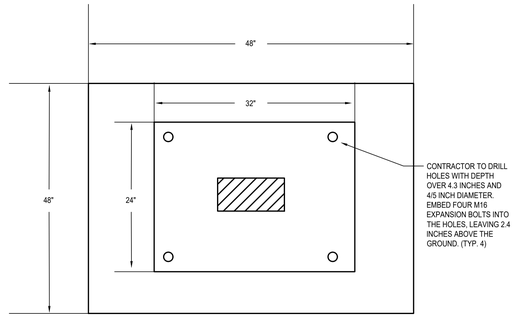
E3.01



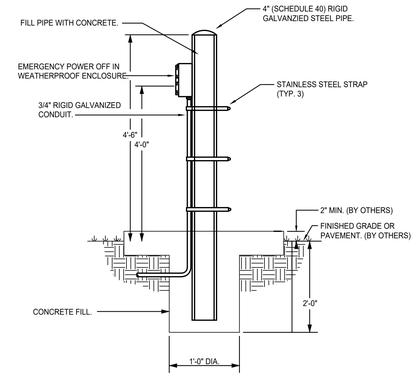
10 **GENERATOR PLATFORM**
SCALE: NONE



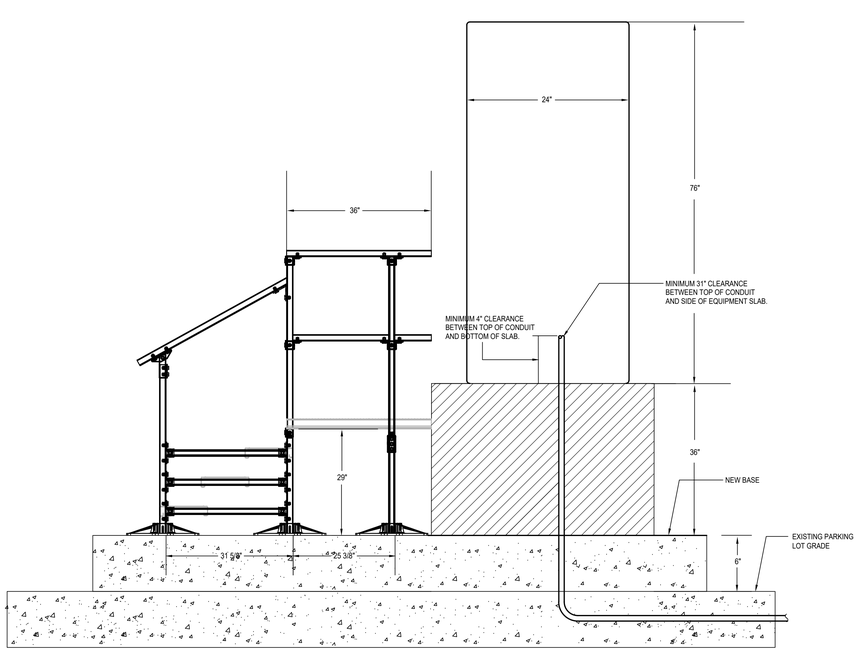
9 **EV CHARGING STATION STAIRS**
SCALE: NONE



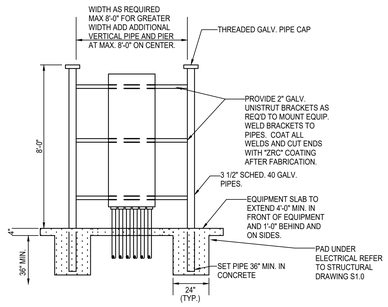
5 **60kW EV CHARGING STATION MOUNTING DETAIL**
SCALE: NONE



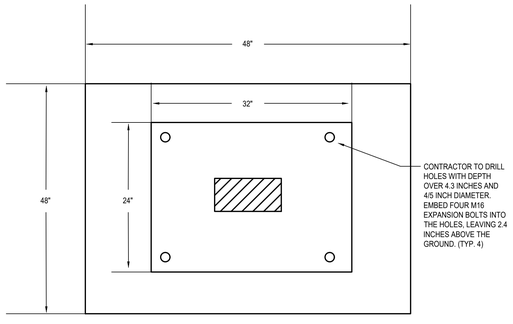
4 **EMERGENCY POWER OFF DETAIL**
SCALE: NONE



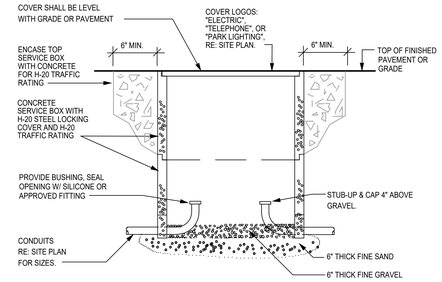
7 **EV CHARGING STATION CONDUIT PATHWAY (SIDE VIEW)**
SCALE: NONE



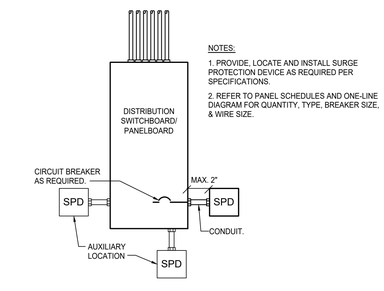
8 **EQUIPMENT RACK DETAIL**
SCALE: NONE



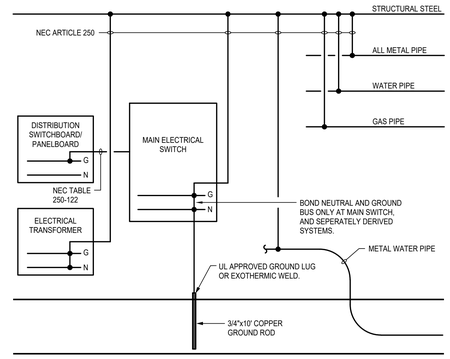
6 **120kW EV CHARGING STATION MOUNTING DETAIL**
SCALE: NONE



3 **PULL/CAP BOX DETAIL**
SCALE: NONE



2 **SURGE PROTECTION DETAIL**
SCALE: NONE



1 **GROUNDING DETAIL**
SCALE: NONE

SYMBOL SCHEDULE

SYMBOL	DESCRIPTION (DISREGARD ITEMS NOT SHOWN ON PLANS)
LIGHTING (LETTER DENOTES TYPE - SEE LIGHT FIXTURE SCHEDULE)	
	LIGHT FIXTURE - RECESSED OR SURFACE MOUNTED
	LIGHT FIXTURE - RECESSED OR SURFACE MOUNTED ON EMERGENCY CIRCUIT
	DOWNLIGHT FIXTURE
	DOWNLIGHT FIXTURE ON EMERGENCY CIRCUIT
	LIGHT FIXTURE - WALL MOUNTED
	LIGHT FIXTURE - WALL MOUNTED ON EMERGENCY CIRCUIT
	EXIT LIGHT - CEILING MOUNTED ON EMERGENCY CIRCUIT
	EXIT LIGHT - WALL MOUNTED ON EMERGENCY CIRCUIT
LIGHTING CONTROLS & DEVICES	
$	LINE VOLTAGE SINGLE POLE SWITCH
$3	LINE VOLTAGE 3-WAY SWITCH
$4	LINE VOLTAGE 4-WAY SWITCH
$K	LINE VOLTAGE MOMENTARY DPST KEYED SWITCH
$D	LINE VOLTAGE DIMMER SWITCH, SIZE AND TYPE AS REQUIRED
$P	LINE VOLTAGE SWITCH WITH PILOT LIGHT
$T	6-HOUR ROTARY TIMER SWITCH WITH NO HOLD U.N.O.
	PUSH BUTTON EPO SWITCH WITH COVER
$MC	LOW VOLTAGE MOMENTARY CONTACT SWITCH
$R	LOW VOLTAGE DIGITAL KEYPAD
$B	LOW VOLTAGE BUILDING MANAGEMENT (BMCS) LOCAL OVERRIDE SWITCH
	OCCUPANCY SENSOR (AUTO ON / AUTO OFF WITHIN 20-MINUTES)
	VACANCY SENSOR (MANUAL ON / AUTO OFF WITHIN 20-MINUTES)
	PHOTOCELL SENSOR
RF	LIGHTING CONTROL SYSTEM. ('#' DENOTES TYPE - SEE LIGHTING CONTROLS SCHEDULE)
ER	EMERGENCY LOAD CONTROL RELAY. MINIMUM 16A AND 0-10V COMPATIBLE. PROVIDE U.L. 924 U.N.O.
RECEPTACLES AND OUTLETS	
	SIMPLEX RECEPTACLE
	DUPLEX RECEPTACLE
U	DUPLEX RECEPTACLE WITH TWO USB CHARGING PORTS.
	125/250 VOLT, 1 PHASE, 3-WIRE, 20 AMPS UNLESS NOTED OTHERWISE
	DOUBLE DUPLEX IN 2-GANG BOX WITH SINGLE COVER PLATE
U	DOUBLE DUPLEX WITH TWO USB CHARGING PORTS IN 2-GANG BOX WITH SINGLE COVER PLATE
	DOUBLE DUPLEX GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE IN 2-GANG BOX WITH SINGLE COVER PLATE
	DUPLEX GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE
	FLUSH FLOOR DUPLEX RECEPTACLE OUTLET
	FLUSH FLOOR DOUBLE DUPLEX RECEPTACLE OUTLET
D A	CONCEALED SERVICE MULTI-ACCESS FLOOR BOX WITH DUPLEX RECEPTACLE AND DATA OUTLET. REFER TO TECHNOLOGY SERIES DRAWINGS FOR DATA CABLE QUANTIES.
A	CONCEALED SERVICE MULTI-ACCESS FLOOR BOX WITH DOUBLE DUPLEX RECEPTACLE AND DATA OUTLET. REFER TO TECHNOLOGY SERIES DRAWINGS FOR DATA CABLE QUANTIES.
	JUNCTION BOX
G	FLUSH REMOTE GFCI DEVICE (LOCATE IN READILY ACCESSIBLE LOCATION)
MOTOR CONTROLLERS AND EQUIPMENT	
	MOTOR, MAKE FINAL MOTOR CONNECTION
$	MOTOR-RATED SWITCH. 20A UNLESS INDICATED OTHERWISE.
H	DISCONNECT SWITCH AS REQUIRED
M	COMBINATION MOTOR STARTER/DISCONNECT SWITCH AS REQUIRED
	MOTOR STARTER
	PREWIRED DEVICE, MAKE ELECTRICAL FINAL CONNECTIONS
VFD	VARIABLE FREQUENCY DRIVE MOTOR CONTROLLER FURNISHED BY MECHANICAL CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR.
HF	HIGH EFFICIENCY HARMONIC FILTER FURNISHED BY MECHANICAL CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR.
T	LOW VOLTAGE TRANSFORMER, SIZE AND TYPE AS REQUIRED.
Y	CHIME/BUZZER
ELECTRICAL EQUIPMENT	
	ELECTRICAL PANELBOARD; REFER TO FLOOR PLANS FOR VOLTAGE.
	DRY TYPE TRANSFORMER
	PLYWOOD TELEPHONE BACKBOARD
CIRCUITING	
	CONDUIT
	CONDUIT BELOW FLOOR, SLAB, OR GRADE
	3/4"C. UNLESS OTHERWISE NOTED; LONG HATCH, NEUTRAL; SHORT HATCH, PHASE; LONG HATCH & HOOK, INSULATED GROUND. NO HATCHES INDICATES 2 CONDUCTORS. ARROW INDICATES HOMERUN.
	PARTIAL ELECTRICAL HOME RUN
SUBSCRIPTS AND ABBREVIATIONS	
WP	INDICATES 'WEATHERPROOF'
H	INDICATES 'HORIZONTAL'
NL	INDICATES 'NIGHT LIGHT'.
TP	INDICATES 'TAMPER PROOF'
(KS)	INDICATES 'KNEE SPACE'; LOCATE WIRING DEVICE IN KNEESPACE
U.N.O.	INDICATES 'UNLESS NOTED OTHERWISE'
(E)	INDICATES EXISTING TO REMAIN
(R)	INDICATES REPLACE DEVICE AND COVERPLATE.
•	NEXT TO ANY SYMBOL INDICATES FINAL ROUGH-IN FIELD COORDINATION BY CONTRACTOR WITH ARCHITECTURAL MILLWORK DRAWINGS AND OTHER TRADES

GENERAL NOTES:
-ALL EXTERIOR BUILDING ELECTRICAL EQUIPMENT TO BE WEATHERPROOF NEMA-4X MINIMUM.
-ALL EXTERIOR RECEPTACLES SHALL BE WATER RESISTANT TYPE.

REVISION	DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26
2	GENERATOR SERVICE	05/20/26

BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
06/26/2026

GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
HOUSTON
10930 W. SAM HOUSTON PKWY NORTH SUITE 900
HOUSTON, TX 77064
Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

PROJECT NUMBER: 2024-02412-00
DATE: 12-05-2025
DRAWN BY: JS
CHECKED BY: JZ
TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
ELECTRICAL DETAILS

E4.01

GAS PRESSURE REGULATORS

ITEM NO.	DESCRIPTION	LOCATION	SERVES	CFH	INLET PRESSURE/ OUTLET PRESSURE
GPR-1	GAS PRESSURE REGULATOR	SERVICE YARD	EMERGENCY GENERATOR	5,439	5 PSI – INLET 11" WC – OUTLET

GENERAL NOTES:
1. MAINTAIN MINUMUM 10'-0" CLEARANCE BETWEEN REGULATOR VENTS AND OUTSIDE AIR INTAKES.

GAS EQUIPMENT

EQUIPMENT NUMBER	DESCRIPTION	BTU PER HOUR LOAD	TOTAL BTU PER HOUR	TOTAL CFH
EG-1	EMERGENCY GENERATOR	5,439,000 BTUH	5,439,000 BTUH	5,439 CFH

PLUMBING GENERAL NOTES

1 THESE CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC, AND DO NOT NECESSARILY REFLECT ACTUAL DIMENSIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD-VERIFY ALL DIMENSIONS COORDINATE PLACEMENT OF ALL EQUIPMENT AND ROUTING OF ALL PIPING.

PLUMBING KEYED NOTES

1 PRESSURE REGULATOR FROM 5PSI TO 11" WC PRESSURE. 5,439 CFH.

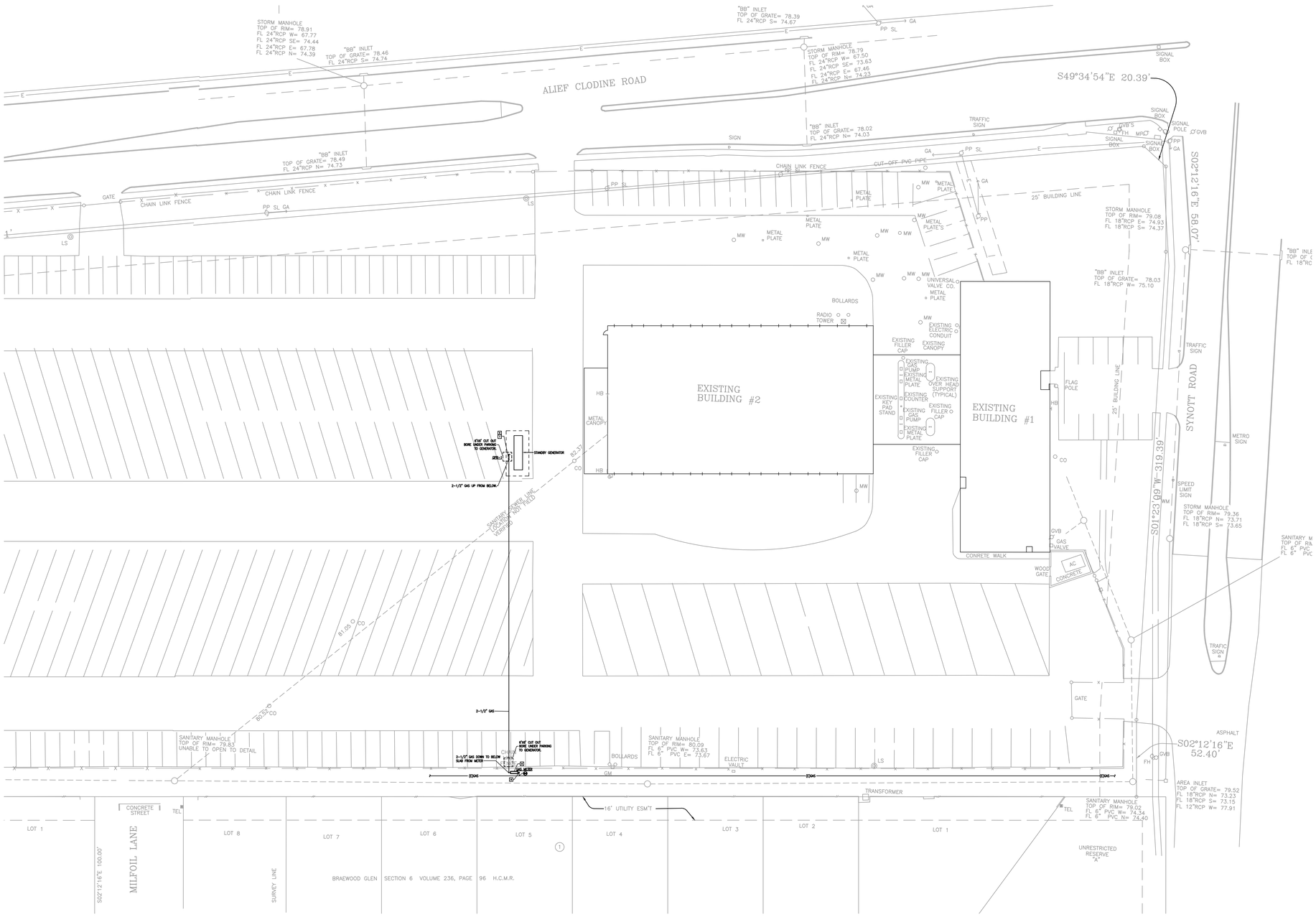
2 CONNECT 2-1/2" GAS TO NEW GENERATOR.

3 NOT USED.

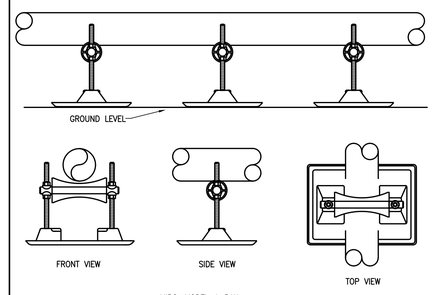
4 NOT USED.

5 GAS PIPE SERVICE STUB-UP BY CENTERPOINT ENERGY.

6 PROPOSED NEW NATURAL GAS METER AND REGULATOR SET LOCATION. COORDINATE LOCATION AND INSTALLATION WITH CENTERPOINT ENERGY IN ADVANCE. MAKE ADJUSTMENTS AS REQUIRED. TOTAL CONNECTED LOAD: 5,439 CFH AT 5 PSI OUTLET PRESSURE



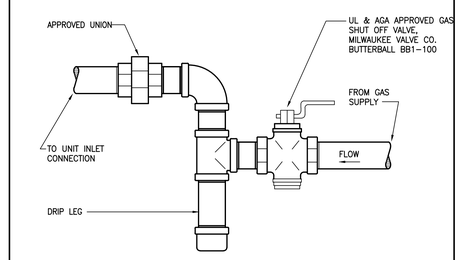
1 TRANSPORTATION CENTER PLUMBING SITE PLAN
SCALE: 1" = 30'



MIRO: MODEL 4-RAH

BASE 7.37" x 10.9"
MAX. PIPE CLEARANCE 6"

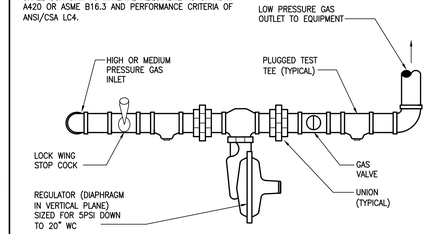
3 GAS SUPPORT
SCALE: NONE
PI06-04/25/06



2 GAS CONNECTION
SCALE: NONE

PROVIDE AMERICAN METER COMPANY REGULATORS OR APPROVED EQUAL, SUITABLE FOR OUTDOOR INSTALLATION. REGULATORS OUTSIDE EXPOSED TO WEATHER SHALL BE INSTALLED WITH VENT IN VERTICAL DOWN POSITION.

SHALL CONFORM TO MATERIAL REQUIREMENTS OF ASTM A420 OR ASME B16.3 AND PERFORMANCE CRITERIA OF ANSI/CSA LC4.



NOTE: REFERENCE DRAWINGS FOR PIPE SIZES.

1 GAS PRESSURE REGULATOR INSTALLATION
SCALE: NONE

REVISION	DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26
2	GENERATOR SERVICE	05/20/26

BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
06/26/2026

GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES

ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
HOUSTON
10930 W. SAM HOUSTON PKWY NORTH SUITE 900
HOUSTON, TX 77064
Salas O'Brien Registration: F-4111
Salas O'Brien Project Number: 2024-02412-00

PROJECT NUMBER:	2024-02412-00
DATE:	12-05-2025
DRAWN BY:	PG
CHECKED BY:	EH

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT
HOUSTON, TX 77083
PLUMBING SITE PLAN

P1.01

	REVISION DESCRIPTION	DATE
1	ISSUE FOR BID	05/11/26
2	GENERATOR SERVICE	05/20/26
3	PERMIT REVISION	04/01/26
4	ISSUE FOR BID	05/11/26

BRADLEY K. KALMANS
92219
LICENSED
PROFESSIONAL
ENGINEER
06/26/2026

GENERATOR REPLACEMENT AT TRANSPORTATION SERVICES
ALIEF INDEPENDENT SCHOOL DISTRICT
6150 SYNOTT ROAD
HOUSTON, TEXAS 77083

Salas O'Brien
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PROJECT NUMBER:	2024-02412-00
DATE:	12-05-2025
DRAWN BY:	CH
CHECKED BY:	AY

TRANSPORTATION CENTER
BUILDINGS #1 & #2
6150 SYNOTT ST
HOUSTON, TX 77083
TECHNOLOGY SITE PLAN

T1.01

TECHNOLOGY PLAN KEYED NOTES

1. PROVIDE 1" CONDUIT FOR LOW VOLTAGE CABLING.
2. PROVIDE OUTDOOR RATED JUNCTION BOX. PROVIDE 1" FLEX CONDUIT AND WATER-TIGHT CONNECTIONS TO WIRELESS ACCESS POINT. PROVIDE 2 PAIR #22 AWG SHIELDED TWISTED CABLE FROM LOCATION INDICATED.
3. PROVIDE OUTDOOR RATED AIRSPA WIRELESS ACCESS POINT PN-577 AT THIS LOCATION WITH #P-270-1T SERIES WALL KIT. COORDINATE WITH OWNER TO DESIGNATE AP WITH SITE NETWORK.

SURVEY

STORM MANHOLE
TOP OF RIM= 78.91
FL 24"RCP W= 67.77
FL 24"RCP SE= 74.44
FL 24"RCP E= 67.78
FL 24"RCP N= 74.39

"BB" INLET
TOP OF GRATE= 78.46
FL 24"RCP S= 74.74

"BB" INLET
TOP OF GRATE= 78.49
FL 24"RCP N= 74.73

CHAIN LINK FENCE

PP SL GA

ALIEF CLODINE ROAD

SIGN

"BB" INLET
TOP OF GRATE= 78.39
FL 24"RCP S= 74.67

STORM MANHOLE
TOP OF RIM= 78.79
FL 24"RCP W= 67.50
FL 24"RCP SE= 73.63
FL 24"RCP E= 67.46
FL 24"RCP E= 74.23
FL 24"RCP N= 74.23

"BB" INLET
TOP OF GRATE= 78.02
FL 24"RCP N= 74.03

CHAIN LINK FENCE

CUT-OFF PVC PIPE

PP SL GA

S49°34'54"E 20.39'

SIGNAL BOX

SIGNAL POLE

GVB

FH

MRO

SIGNAL BOX

PP GA

S02°12'16"E 58.07'

STORM MANHOLE
TOP OF RIM= 79.08
FL 18"RCP E= 74.93
FL 18"RCP S= 74.37

"BB" INLET
TOP OF GRATE= 78.03
FL 18"RCP W= 75.10

25' BUILDING LINE

TRAFFIC SIGN

PP SL

GA

MDF

EXISTING BUILDING #1

MW

METAL PLATE'S

UNIVERSAL VALVE CO. METAL PLATE

EXISTING ELECTRIC CONDUIT

EXISTING CANOPY

EXISTING FILLER CAP

EXISTING GAS PUMP

EXISTING METAL PLATE

EXISTING OVER HEAD SUPPORT (TYPICAL)

EXISTING COUNTER

EXISTING KEY PAD STAND

EXISTING GAS PUMP

EXISTING FILLER CAP

EXISTING METAL PLATE

METAL PLATE

BOLLARDS

RADIO TOWER

CHAIN LINK FENCE

GA

PP SL

METAL PLATE

SIGN

PP SL

EXISTING BUILDING #2

HB

METAL CANOPY

AP

LOCATE WIRELESS ACCESS POINT ON BUILDING AS SHOWN. ANTENNA MAY BE OBSTRUCTED BY METAL CANOPY.

82.37'

CO

SANITARY SEWER LINE LOCATION NOT FIELD VERIFIED

81.05' CO

Ø0.45'

SANITARY MANHOLE
TOP OF RIM= 79.83'
UNABLE TO OPEN TO DETAIL

CHAIN LINK FENCE

BOLLARDS

SANITARY MANHOLE
TOP OF RIM= 80.09
FL 6" PVC W= 73.63
FL 6" PVC E= 73.67

ELECTRIC VAULT

METRO SIGN

TRAFFIC SIGN

SYNOTT ROAD

SPEED LIMIT SIGN

STORM MANHOLE
TOP OF RIM= 79.36
FL 18"RCP N= 73.71
FL 18"RCP S= 73.65

S01°23'09"W-319.39'

TRAFFIC SIGN

ASPHALT

S02°12'16"E 52.40'

GVB

FH

25' BUILDING LINE

FLAG POLE

HB

CO

GVB GAS VALVE

AC CONCRETE

GATE

WOOD GATE

CONRETE WALK

LS

GM

N

1 TRANSPORTATION CENTER TECHNOLOGY SITE PLAN
SCALE: 1" = 20'