

**DOCUMENT 00 91 01
ADDENDUM NO. 1**

PROJECT: 2024 Cy Lakes HS Renovation
BID DATE: **Thursday, December 19, 2024 (no Change)**
FROM: Carolina Weitzman, A.I.A.
Natex Corporation Architects
447 Heights Blvd, Houston, TX 77007
TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents. Insofar as the Project Manual or Drawings or both are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number into the Proposal Form. **FAILURE TO DO SO WILL SUBJECT BID TO DISQUALIFICATION.**

PART 1 CHANGES TO PROJECT MANUAL

1. Insert Document BA- AIA A101 in its entirety.
2. Replace document 01 10 00 Summary of Work with one attached.
3. Insert Document 01 21 00 Allowances in its entirety.

PART 2 CHANGES TO DRAWINGS

N/A

PART 3 CLARIFICATIONS


N/A

PART 4 Pre-Proposal Conference & Site Visit

1. Attached is Pre proposal conference agenda and sign in sheets.
2. Attached is sign in sheet for site visit.

END OF ADDENDUM NO. 1

APPROVED FOR ISSUE:


By M. Carolina Weitzman, principal, NATEX Architects

END OF DOCUMENT

Total No. of Pages to Addendum No.1: 34 pages.

**ADDENDUM NO. 1
00 91 01-1
12-03-2024**



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 16TH day of JANUARY in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Cypress-Fairbanks Independent School District
11430-B Perry Road
Houston, Texas 77064
Telephone: 281-897-4057
Fax: 281-897-3806

and the Contractor:
(Name, legal status, address and other information)

CONTRACTOR
(TBD)

Telephone:
Fax:

for the following Project:
(Name, location and detailed description)

2024 CY LAKES HS RENOVATION
CFISD Project Number: 24-02-5749R-RFP
Architect Project No. 24-05

5750 Greenhouse Road
Katy, Texas 77449

The Architect:
(Name, legal status, address and other information)

NATEX Corporation Architects
447 Heights Blvd.
Houston, TX 77007
713-975-9525

The Owner and Contractor agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Contractor's proposal and written amendments or addenda to the proposal, the Contractor's bonds and proof of insurance, other documents listed in this Agreement, Modifications issued after execution of this Agreement, and attached exhibits; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

"Construction Documents" means: all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1

The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. The Contractor may not commence construction, however, until all bonds and insurance required by the Contract Documents have been received by the Owner. All bonds and insurance will be reviewed and approved by the Owner for compliance with the Contract Documents prior to the Contractor mobilizing onsite. Upon Owner approval, the Contractor will be allowed to mobilize onsite.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than the date(s) listed below:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Entire Scope of Work	July 26, 2026

subject to adjustments of the Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Contractor shall achieve buy out of all subcontracts and trades within thirty (30) days following Notice to Proceed.

Contractor shall provide complete Schedule of Values within thirty (30) days following Notice to Proceed.

Liquidated Damages: Refer to AIA Document A201™–2017, General Conditions of the Contract for Construction as amended, Article 8.4.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **XXXX** Dollars (**\$00.00**), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 The Contract Sum contains an Owner’s Betterment Allowance in the amount of Four Million Five Hundred Twenty-Seven Thousand Dollars (~~\$4,527,000.00~~). This allowance is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner’s authorized representative may approve any expenditure from Owner’s Betterment Allowance without further Board of Trustees approval. If the Owner’s Betterment Allowance is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Proposal in the amount of.....\$0.00

Total Contract Sum\$0.00

Refer to Exhibit A (includes Base Proposal, Alternate Proposal(s) and Unit Price(s).)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

Init.

User Notes:

(Paragraph deleted)

§ 4.3 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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Refer to Exhibit A, Form AC – Competitive Sealed Proposal Form, Base Proposal and Alternate Proposal

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance Amount
Owner's Betterment Allowance	\$4,527,000.00

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be at equal one-month intervals. No more than one (1) Application for Payment may be submitted within a given calendar month and shall be submitted to the Owner as required in AIA Document A201™–2017, as amended Article 9.3.6.

§ 5.1.3 The Owner shall make payment of the undisputed, certified amount to the Contractor not later than thirty (30) days after Owner received the Application for Payment, that has been certified by the Architect. If errors are discovered by the Owner in the certified Application for Payment, the Owner shall reject the Application for Payment and return it to the Contractor for correction. The specified time period for payment of such Application for Payment will start over on the date the Owner receives the corrected Application for Payment that has been re-certified by the Architect.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect and Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201™–2017, General Conditions of the Contract for Construction; as amended;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5.0%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201™–2017, as amended.

Init.

(Paragraphs deleted)

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201™–2017, as amended.

(Paragraphs deleted)

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The full applicable five percent (5.0%) retainage will be held until Final Completion of the Work associated with the Contract has been achieved.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all project close-out documents in their entirety have been completed, submitted to and approved by the Owner.

§ 5.2.2 Upon verification and approval by the Architect and Owner that all Contract requirements have been completed in their entirety, the Contractor shall submit the final Application for Payment to the Architect for approval and certification. Upon receipt of such final Certificate for Payment, the Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

If the Contractor submits the Final Application for Payment to the Architect prior to the verification and approval by the Architect and Owner that the Contractor has completed all Contract requirements, the Architect will return the Application for Final Payment to the Contractor as NOT APPROVED. If errors are discovered by the Owner in the certified Final Application for Payment, the Owner shall reject the Final Application for Payment and return it to the Contractor for correction. The specified time period for payment of such final Application for Payment will start over on the date the Owner receives the corrected final Application for Payment that has been certified by the Architect. Refer to AIA Document A201™–2017, Article 9 as amended.

§ 5.2.3 At the end of the project, after all work is completed according to the Contract Documents, including all closeout documents, the Owner shall release all retainage to the subcontractors, sub-subcontractors and vendors. The retainage for the General Contractor, including, but not limited to, all work self-performed by the General Contractor; and all general condition line items, shall be held until all lien releases have been provided to and accepted by the Owner.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract

(Paragraphs deleted)

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for undisputed amounts shall bear interest pursuant to Texas Prompt Payment Act.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

(Paragraphs deleted)

Refer to AIA Document A201–2017, Article 4 as amended. For any Claim or dispute not resolved by the process in Article 4 of AIA Document A201–2017, as amended, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as amended.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017, as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The

(Paragraphs deleted)

Agreement 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 shall be in Harris County, Texas.

§ 8.3

(Paragraphs deleted)

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.4 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.5 The Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the Work, actions, and omissions of all such subcontractors.

(Paragraphs deleted)

§ 8.6

(Paragraphs deleted)

This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successor, heirs, executors, administrators, or assigns.

§ 8.7 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 8.8 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the law of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.9 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement,

Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

§ 8.10 The Owner's representative:
(Name, address, email address, and other information)

Matthew Morgan
Chief Operations Officer/Associate Superintendent
Facilities, Construction & Support Services
Cypress-Fairbanks Independent School District
11440 Matzke Road
Cypress, Texas 77429
Telephone: 281-517-2809
Fax: 281-517-2114

Jesse Clayburn
Assistant Superintendent of Facilities and Construction
Cypress-Fairbanks Independent School District
11440 Matzke Road
Cypress, Texas 77429
Telephone: 281-897-4057
Fax: 281-897-3806

Tiffany Banks
Project Manager
Cypress-Fairbanks Independent School District
11430 Perry Road
Houston, Texas 77064
Telephone: 281-897-4116
Fax: 281-897-3806

§ 8.11 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.12 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 8.13 Other Provisions

§ 8.13.1 All terms "Bidders" and "Bids" are modified to "Proposers" and "Proposals".

§ 8.13.2 Contractor and each subcontractor and sub-subcontractor assigning hereby assigns to Owner any and all claims for overages associated with this Contract which arises under the Antitrust laws of the United States, 15 U.S.C.A. Section 1, et.seq (1973).

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1

(Paragraphs deleted)

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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§ 9.1.1 The Agreement is this executed AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor, as amended.

§ 9.1.2 The General Conditions are AIA Document A201–2017, General Conditions of the Contract for Construction as amended.

Document	Title	Date	Pages
Section CA	Application for Payment Checklist		
Section CB	Supplementary Conditions to the General Conditions of the Contract for Construction as Amended		
Section CC	Right to Audit		

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Forms AC, AE, AF, AG, AH, AN and Resumes		

(Paragraph deleted)

Document	Title	Date	Pages
Exhibit B	Front End Documents Table of Contents		

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Exhibit C	Specifications Table of Contents		

§ 9.1.5 The Drawings:

(Paragraphs deleted)

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Exhibit D	Index of Drawings		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017, as amended provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section	Title	Date	Pages
Exhibit E	Section 01 35 23 Special Owner Requirements		
Exhibit F	Post Proposal Addendum No. X (If Applicable)		

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2017, as amended and Section BD of the project specifications.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Scott Henry, President of the Board of Trustees or
Administrative Designee
Administrative Designee:
Mr. Matthew Morgan,
Chief Operations Officer/Associate Superintendent
of Facilities, Construction & Support Services

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

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Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:11:09 ET on 11/26/2024.

PAGE 1

AGREEMENT made as of the 16TH day of JANUARY in the year 2025

...

Cypress-Fairbanks Independent School District
11430-B Perry Road
Houston, Texas 77064
Telephone: 281-897-4057
Fax: 281-897-3806

...

CONTRACTOR
(TBD)
Telephone:
Fax:

...

(Name, location and detailed description)

2024 CY LAKES HS RENOVATION
CFISD Project Number: 24-02-5749R-RFP
Architect Project No. 24-05

5750 Greenhouse Road
Katy, Texas 77449

...

NATEX Corporation Architects
447 Heights Blvd.
Houston, TX 77007
713-975-9525

PAGE 2

EXHIBIT A—10 INSURANCE AND BONDS

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Addenda

issued prior to execution of this Agreement, the Contractor's proposal and written amendments or addenda to the proposal, the Contractor's bonds and proof of insurance, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which and attached exhibits; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

"Construction Documents" means: all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

...

[] A date set forth in a notice to proceed issued by the Owner. The Contractor may not commence construction, however, until all bonds and insurance required by the Contract Documents have been received by the Owner. All bonds and insurance will be reviewed and approved by the Owner for compliance with the Contract Documents prior to the Contractor mobilizing onsite. Upon Owner approval, the Contractor will be allowed to mobilize onsite.

PAGE 3

§ 3.2 The Contract Time shall be measured from the date of ~~commencement of the Work~~ commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than the date(s) listed below:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Entire Scope of Work

Substantial Completion Date

July 26, 2026

subject to adjustments of the Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Contractor shall achieve buy out of all subcontracts and trades within thirty (30) days following Notice to Proceed.

Contractor shall provide complete Schedule of Values within thirty (30) days following Notice to Proceed.

Liquidated Damages: Refer to AIA Document A201™-2017, General Conditions of the Contract for Construction as amended, Article 8.4.

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

~~§ 3.3.3~~ If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$—), XXXX Dollars (\$00.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 The Contract Sum contains an Owner’s Betterment Allowance in the amount of Four Million Five Hundred Twenty-Seven Thousand Dollars (\$4,527,000.00). This allowance is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner’s authorized representative may approve any expenditure from Owner’s Betterment Allowance without further Board of Trustees approval. If the Owner’s Betterment Allowance is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

§ 4.2 Alternates The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Proposal in the amount of.....\$0.00

Total Contract Sum\$0.00

Refer to Exhibit A (includes Base Proposal, Alternate Proposal(s) and Unit Price(s).)

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<u>Item</u>	<u>Price</u>
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§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.) Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<u>Item</u>	<u>Price</u>
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<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
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Refer to Exhibit A, Form AC – Competitive Sealed Proposal Form, Base Proposal and Alternate Proposal

§ 4.4 Unit prices, Allowances included in the Contract Sum, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) allowance and state exclusions, if any, from the allowance price.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

<u>Item</u>	<u>Allowance Amount</u>
<u>Owner’s Betterment Allowance</u>	<u>\$4,527,000.00</u>

~~§ 4.5~~ Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

~~§ 4.6~~ Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

PAGE 4

~~§ 5.1.2~~ The period covered by each Application for Payment shall be ~~one calendar month ending on the last day of the month, or as follows:~~

~~at equal one-month intervals. No more than one (1) Application for Payment may be submitted within a given calendar month and shall be submitted to the Owner as required in AIA Document A201™-2017, as amended Article 9.3.6.~~

~~§ 5.1.3~~ ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the~~
~~The Owner shall make payment of the undisputed, certified amount certified to the Contractor not later than the day~~
~~of the month. If an Application for Payment is received by the Architect after the application date fixed above,~~
~~payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the~~
~~Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~thirty

~~(30) days after Owner received the Application for Payment, that has been certified by the Architect. If errors are~~
~~discovered by the Owner in the certified Application for Payment, the Owner shall reject the Application for Payment~~
~~and return it to the Contractor for correction. The specified time period for payment of such Application for Payment~~
~~will start over on the date the Owner receives the corrected Application for Payment that has been re-certified by the~~
~~Architect.~~

~~§ 5.1.4~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. ~~This schedule of values schedule, unless objected to by the Architect and Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

...

~~§ 5.1.6~~ ~~In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1~~ ~~Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201™-2017, General Conditions of the Contract for Construction; as amended;~~
- ~~.2~~ ~~Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5.0%);~~
- ~~.3~~ ~~Subtract the aggregate of previous payments made by the Owner; and~~
- ~~.4~~ ~~Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201™-2017, as amended.~~

~~§ 5.1.6.1~~ The amount of each progress payment shall first include:

- ~~.1 That portion of the Contract Sum properly allocable to completed Work;~~
- ~~.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and~~
- ~~.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

~~§ 5.1.6.2 The amount of each progress payment shall then be reduced by:~~

- ~~.1 The aggregate of any amounts previously paid by the Owner;~~
- ~~.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;~~
- ~~.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and~~
- ~~.5 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.7 Retainage~~ The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201™–2017, as amended.

~~§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:~~

~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~

~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

~~§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:~~

~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*~~

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

~~§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~ Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The full applicable five percent (5.0%) retainage will be held until Final Completion of the Work associated with the Contract has been achieved.

PAGE 5

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor ~~when~~when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in ~~Article 12~~ Section 12.2 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all project close-out documents in their entirety have been completed, submitted to and approved by the Owner.

§ 5.2.2 ~~The~~ Upon verification and approval by the Architect and Owner that all Contract requirements have been completed in their entirety, the Contractor shall submit the final Application for Payment to the Architect for approval and certification. Upon receipt of such final Certificate for Payment, the Owner's final payment to the Contractor shall be made no later than ~~30~~ thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

If the Contractor submits the Final Application for Payment to the Architect prior to the verification and approval by the Architect and Owner that the Contractor has completed all Contract requirements, the Architect will return the Application for Final Payment to the Contractor as NOT APPROVED. If errors are discovered by the Owner in the certified Final Application for Payment, the Owner shall reject the Final Application for Payment and return it to the Contractor for correction. The specified time period for payment of such final Application for Payment will start over on the date the Owner receives the corrected final Application for Payment that has been certified by the Architect. Refer to AIA Document A201™–2017, Article 9 as amended.

§ 5.2.3 At the end of the project, after all work is completed according to the Contract Documents, including all closeout documents, the Owner shall release all retainage to the subcontractors, sub-subcontractors and vendors. The retainage for the General Contractor, including, but not limited to, all work self-performed by the General Contractor; and all general condition line items, shall be held until all lien releases have been provided to and accepted by the Owner.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

Payments due and unpaid under the Contract ~~shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
(Insert rate of interest agreed upon, if any.)

~~—%~~ for undisputed amounts shall bear interest pursuant to Texas Prompt Payment Act.

PAGE 6

§ 6.1 Initial Decision Maker

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Refer to AIA Document A201–2017, Article 4 as amended. For any Claim or dispute not resolved by the process in Article 4 of AIA Document A201-2017, as amended, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

— Arbitration pursuant to Section 15.4 of AIA Document A201–2017

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201–2017~~A201–2017, as amended.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201–2017~~A201–2017, as amended.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201–2017~~A201–2017, as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Agreement 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 shall be in Harris County, Texas.

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party. Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.5 Insurance and Bonds The Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the Work, actions, and omissions of all such subcontractors.

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successor, heirs, executors, administrators, or assigns.

§ 8.7 Other provisions:

Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 8.8 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the law of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

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

§ 8.10 The Owner's representative:
(Name, address, email address, and other information)

Matthew Morgan
Chief Operations Officer/Associate Superintendent
Facilities, Construction & Support Services
Cypress-Fairbanks Independent School District
11440 Matzke Road
Cypress, Texas 77429
Telephone: 281-517-2809
Fax: 281-517-2114

Jesse Clayburn

Assistant Superintendent of Facilities and Construction
Cypress-Fairbanks Independent School District
11440 Matzke Road
Cypress, Texas 77429
Telephone: 281-897-4057
Fax: 281-897-3806

Tiffany Banks
Project Manager
Cypress-Fairbanks Independent School District
11430 Perry Road
Houston, Texas 77064
Telephone: 281-897-4116
Fax: 281-897-3806

§ 8.11 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.12 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 8.13 Other Provisions

§ 8.13.1 All terms "Bidders" and "Bids" are modified to "Proposers" and "Proposals".

§ 8.13.2 Contractor and each subcontractor and sub-subcontractor assigning hereby assigns to Owner any and all claims for overages associated with this Contract which arises under the Antitrust laws of the United States, 15 U.S.C.A. Section 1, et.seq (1973).

§ 9.1 This Agreement is comprised of the following documents:

- .1 — AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor
- .2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- .3 — AIA Document A201™ 2017, General Conditions of the Contract for Construction
- .4 — Building information modeling exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor, as amended.

.5 — Drawings
§ 9.1.2 The General Conditions are AIA Document A201–2017, General Conditions of the Contract for Construction as amended.

<u>Number</u>	<u>Title</u>	<u>Date</u>	
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Section CA</u>	<u>Application for Payment Checklist</u>		
<u>Section CB</u>	<u>Supplementary Conditions to the General Conditions of the Contract for Construction as Amended</u>		

Section CC Right to Audit

.6 — Specifications

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<u>Section</u>	<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
	<u>Exhibit A</u>	<u>Forms AC, AE, AF, AG, AH, AN and Resumes</u>		

.7 — Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>	
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit B</u>	<u>Front End Documents Table of Contents</u>		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. § 9.1.4 The Specifications: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

PAGE 8

.8 — Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit C</u>	<u>Specifications Table of Contents</u>		

§ 9.1.5 The Drawings:

— AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: *(Insert the date of the E204-2017 incorporated into this Agreement.)*

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

— The Sustainability Plan:

<u>Title</u>	<u>Date</u>	<u>Pages</u>	
<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit D</u>	<u>Index of Drawings</u>		

— Supplementary and other Conditions of the Contract: § 9.1.6 The Addenda, if any:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Number</u>	<u>Date</u>	<u>Pages</u>	
<u>Addendum No. 1</u>			

.9 — Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the A201-2017, as amended provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, forms and the Contractor's bid

are not part of the Contract Documents unless enumerated in this Agreement. ~~Any such documents~~
They should be listed here only if intended to be part of the Contract Documents.)

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit E</u>	<u>Section 01 35 23 Special Owner Requirements</u>		
<u>Exhibit F</u>	<u>Post Proposal Addendum No. X (If Applicable)</u>		

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2017, as amended and Section BD of the project specifications.

PAGE 9

Scott Henry, President of the Board of Trustees or
Administrative Designee
Administrative Designee:
Mr. Matthew Morgan,
Chief Operations Officer/Associate Superintendent
of Facilities, Construction & Support Services

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:11:09 ET on 11/26/2024 under Order No. 2114467101 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 01 10 00

SUMMARY OF WORK

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Project, **2024 Cy Lakes HS Renovation**, with campus locations at the following addresses:
- 5750 Greenhouse Rd., Katy, Texas 77449
- for the Cypress-Fairbanks Independent School District.
- B. The Project(s) consists of but is not limited to:
General facility renovations and additions to include expanded fine arts, CTE, tennis courts, athletic storage building, greenhouse building, miscellaneous site improvements. Interior renovations include but are not limited to new A/V systems, acoustical treatments, refinish gym floors and locker rooms, renovate press boxes, replace exterior waterproofing sealants, electrical upgrades to segregate generator loads, back up power to IDF/MDF, CO detection system, replace refrigerant monitoring system, reinsulate hydronic system piping and associated ceiling work for that scope, dedicated HVAC for IDF/MDF, additional lock down buttons, replace door hardware, additional card readers, renovate reception/waiting area, impact resistant glass/film and other miscellaneous work.
- C. Project Schedule:
1. Substantial Completion date: July 26, 2026
 2. General phasing requirements refer to Part 3.1.B below.

1.2 CONTRACTS AND USE OF SITE

- A. Contractor Use of Premises:
1. Confine operations at site to areas permitted by law, permits, and Contract Documents, or as required to maintain campus operations (as approved by Owner).
 2. Do not unreasonably encumber site with materials or equipment. Refer to Contractor lay-down areas indicated on plans. If not indicated on plans provided, Contractor to submit for approval proposed Contractor designated areas, including but not limited to: lay-down, staging, parking, restroom, trailer, dumpster, field office, etc.
 3. Assume full responsibility for protection and safekeeping of products stored on premises.
 4. Obtain and pay for use of additional storage or work areas as needed for operations.
 5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from existing building areas during construction, in compliance with all applicable codes and requirements of Owner.
 6. During phased construction, Contractor shall provide maps of building to Owner for each phase, showing construction area and impact to other areas of the building.
 7. Contractor shall coordinate all construction activities with school district officials.
 8. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. General Contractor shall coordinate with Owner-performed work in terms of providing site access, workspace, and storage space, cooperation of work forces, scheduling, and technical requirements.
 9. Noise Control: Contractor shall coordinate equipment locations and timing of work activities so as to avoid conflict with the building occupants and/or avoid interference with facility meetings, events, or other activities.

10. Utilities. The contractor is to coordinate all utilities permanent and temporary and make arrangements for installation for any service easements once the Owner provides information that a blanket or final easement exists.
 11. Project Fencing:
 - a. Upon mobilization, the contractor shall build a wire mesh fence (or other type) as directed by Owner, at least six (6) feet high as shown on site plan and/or discussed during the pre-construction meeting.
 - b. Site fencing shall include emergency service and trucking gated in locations shown on the site plan and/or discussed during the pre-construction meeting.
 - c. Contractor shall properly maintain fencing and gates until Substantial Completion and only remove with concurrence from the Owner.
- B. Owner Occupancy:
1. Refer to AIA Document A201™-2017, as amended.
- C. Owner-Furnished/Owner-Installed Items:
1. The Owner reserves the right to place and install equipment in construction areas of the building prior to Substantial Completion, provided that such occupancy does not interfere with completion of the Work. Such placing of equipment shall not constitute acceptance of the total Work. Contractor shall protect Owner's property.
- D. Owner-Furnished/Contractor-Installed Items:
1. The Owner may provide items to the Contractor for installation in accordance with manufacturer's recommendation and instructions.
 2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Contractor's Construction Schedule and will inspect deliveries for damage.
 3. If Owner-furnished items are damaged, defective or missing, through no fault of the Contractor, the Owner will arrange for replacement.
 4. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor's Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to elements, and to repair or replace items damaged as a result of his operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to Specification Sections.

PART 3 - EXECUTION

3.1 CONSTRUCTION SCHEDULE

A. GENERAL DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS CONTRACT

The Work to be performed under this contract shall commence on Notice to Proceed and shall be Substantially Complete as stipulated by AIA Document A101™-2017, as amended.

B. GENERAL CONSTRUCTION PHASING REFERENCING CFISD NEEDS BELOW, SHALL BE INCORPORATED INTO THE CONTRACT, INCLUDING BUT NOT LIMITED TO:

For the summer of 2025:

- Contractors may take over the building June 2, 2025.

- All athletic areas are to remain fully occupiable for the duration of the summer. Any work in the athletic areas will need to be coordinated with the campus. For gym work, only one gym can be under construction at any given time.
- All athletic, fine arts, dance, and cafeteria areas must be fully occupiable no later than July 15, 2025.
- The balance of the building shall be fully occupiable and turned back over to the district no later than July 27, 2025.
- Occupiable includes, but is not limited to, all life safety, MEP, architectural finishes in place, clean, and functioning as intended.
- Only work that can be removed and re-installed by these dates shall be performed during the summer.
- No partially complete work will be allowed after these dates unless approved in advance by the Owner.
- After these dates, all work shall be performed after hours, nights and weekends, while fully coordinating with the campus.

For the summer of 2026:

- Contractors may take over the building June 1, 2026.
- All athletic areas are to remain fully occupiable for the duration of the summer. Any work in the athletic areas will need to be coordinated with the campus. For gym work, only one gym can be under construction at any given time.
- All athletic, fine arts, dance, and cafeteria areas must be fully occupiable no later than July 15, 2026.
- The balance of the building shall be **SUBSTANTIALLY COMPLETE**, fully occupiable, and turned back over to the district no later than July 26, 2026.
- Occupiable includes, but is not limited to, all life safety, MEP, architectural finishes in place, clean, and functioning as intended.
- Only work that can be removed and re-installed by these dates shall be performed during the summer.
- No partially complete work will be allowed after these dates unless approved in advance by the Owner.
- After these dates, all work shall be performed after hours, nights and weekends, while fully coordinating with the campus.

Furniture Campus

This campus is receiving new student and administrative furniture via separate contract. However, General Contractor to comply with the following:

General Contractor to coordinate with CFISD and CFISD's vendor to provide interior and exterior clear unobstructed paths and access points for deliveries, product staging, product assembly, setup and disposal.

These areas must be available no later than July 15, 2025 and July 15, 2026 respectively.

- Delivery points will be accessible, clear and drivable by numerous eighteen wheeler trucks over a period of several weeks at middle and high schools.
- Staging/assembly areas include but are not limited to commons cafeteria, gyms, large group instruction, larger hallways (not impeding HCFMO fire egress), etcetera.
- Phased installation may include but not be limited to first setting up administration areas then academic classrooms, and finally ancillary support spaces last possibly spilling over from Summer into Thanksgiving week, Winter Break and Spring Break week if necessary
- As a guide, it is anticipated middle school furniture requires 2-3 weeks and high schools 3-4 weeks for phased installations.

New Fire Alarm System

Existing fire alarm system to be replaced with all new system for the entire building including the addition(s). Existing fire alarm system to remain fully operational and monitored for the duration of the project until the new fire alarm system is inspected and approved by AHJ. Once new system is inspected and approved, all components associated with existing fire alarm to be fully removed. Refer to specification and drawings.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to the Section.

PART 1 – GENERAL

Refer to Document AB for Substitutions of Materials and Equipment

1.1 CONDITIONS

- A. ALLOWANCES shall be included in the Contract sum as specified within this Specification Section in paragraph 3.1 below. These sums shall be reconciled as per AIA Document A201™–2017, as amended.
- B. Where allowances are for materials only, the cost of delivery to the job site may be funded from such allowance.
- C. Allowances are hereby established for the items in the amounts listed below. If any items exceed the amount listed, such excess cost shall be paid by the Owner. If any items cost less than the amount listed, the Owner shall be given a credit in the amount of the difference. Costs of items listed below are to be net costs to the General Contractor or Subcontractor, whichever makes the direct purchase.
- D. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes.
 - 1. The Contractor's handling costs on site, labor, installation cost, estimating, labor burden, overhead, profit and other expenses contemplated for the original allowances shall be included in the Contractor's Sum and not in the allowance. Subcontractor and sub-subcontractor markups are allowable as provided in AIA Document A201™–2017, as amended.
 - 2. The Contractor shall cause the work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but he will not be required to employ persons against whom he makes reasonable objection.
 - 3. The cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which may include additional handling costs on the site, labor, installation costs, overhead, profit, cleaning, as-builts, standard warranty, cost to update electronic record documents and other expenses resulting to the Contractor from any increase over the original allowance if approved.
- E. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work without prior authorization. This written directive shall consist of Owner's representative and Architect's signature on Change Proposal Request document submitted by General Contractor with any applicable amendments if required indicating such approval. The Architect and Owner shall respond in a timely manner to document approved Change Proposal Request (CPR) expenditures and credits from such allowances within the contract. The Contractor may request payment for such approved expenditures only upon completion of the work and the completion of a fully executed CPR formally documenting allowance expenditure credits. The Contractor's overhead and profit relative to these allowance sums and work performed in accordance herewith, shall be included in the total Proposal prices, thus not included in the allowance sum. Unexpended balance of allowance sums shall revert to the Owner by Change Order in the final settlement of the contract.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 ALLOWANCES

- A. Owner's Betterment Allowance: \$4,527,000.00
1. Contractor shall include the amount indicated above in his Base Proposal as a contingency to cover the cost of additional scope of work. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization. The Contractor's overhead and profit relative to this contingency sum and work performed in accordance herewith, shall be included in the total Base Proposal price, but not included in the contingency sum. Unexpended balance of contingency sums shall revert to the Owner via Change Order during project closeout. Other scopes to be funded from this allowance may include, but are not limited to:

- Furniture Moving and Relocation
- TDLR Allowance
- BMCS Allowance
- Emergency Radio Amplification
- Promethean Board Moving & Storage
- Video Surveillance Agreement License Upgrade
- Fire Marshall Items

END OF SECTION



NATEX
CORPORATION
ARCHITECTS

447 Heights Blvd, Houston, TX 77007
Telephone: (713) 975-9525



3701 Kirby Drive, Suite 988, Houston, TX 77098
Tel: 225-387-4414

PRE-PROPOSAL CONFERENCE
November 20, 2024
AGENDA

Project: Cy-Fair ISD- 2024 Cy Lakes HS Renovation
Proposal Date: Thursday, December 19, 2024
Proposal Time: 2:00 PM Base, 3:00 pm Alternates
Proposal Location: CFISD Facilities, Planning & Construction
11430-B Perry Road, Houston, TX 77064
CFISD Proposal No: 24-02-5749R-RFP

- I. Introduction to Bidders-project overall scope

- II. Changes
Any changes arising out of questions requiring interpretation, clarification, or correction to the Bid Documents will be made by Addendum.

- III. Instructions to Proposers: Document AB
 - a. Qualifications Statements:
 - i. AIA Document A305- **due by five (5:00 p.m.) Monday, December 2, 2024**
 - ii. Digital version to be submitted to carolina@natexarchitects.com
 - iii. Submission of References of Evaluation. **Provide phone numbers and email addresses of 3 different clients.**
 - iv. Pre-qualification of sub-contractors and suppliers are as directed in individual specification sections.
 - b. For questions during the proposal, submit form in Section AM no later than **5 pm Thursday, December 12, 2024 . Note Questions should be emailed to Wendy Lee at wlee@cparch.com with copy to Carolina Weitzman at carolina@natexarchitects.com**
 - c. Performance and Payment Bond- Use forms BB & BC
 - d. Prevailing Wage Rates- Refer to CB Supplementary conditions.
 - e. Insurance requirements- Section BD.

- IV. Proposal Forms:
 - a. Submit Base Proposal Form AC in Duplicate in sealed envelope.
 - b. Items to be submitted with Proposals:
 - i. From AD Proposal Bond
 - ii. Form AE Felony Conviction Notification
 - iii. Form AG Proposal Evaluation Waiver
 - iv. Form AH Affidavit of Non-Discriminatory Employment
 - v. Section AN Conflict of Interest Questionnaire

- c. Items to be Submitted with Alternate Proposal:
 - i. Form AC Alternates Form
 - ii. Resumes of Proposed Project Manager and Project Superintendent
 - iii. Form AF List of Subcontractors
 - iv. Section 01 35 23 and 01 35 23.1 Special Owner Requirements Notarized
 - d. **Proposals must be “Time Stamped” in room 129AB.**
- V. Submission of Post Proposal Information-**Due Friday, December 20, 2024 at 5 pm (to NATEX’s Office-can be digital format emailed by deadline.)**
- a. Bar-chart schedule including major milestone dates- substantial completion
 - b. Proposed management concept for the project
 - c. Statement of all work to be self-performed by the Offeror
 - d. Complete and Fully executed contractor qualification statement for AIA A305 for each subcontractor named on the form AF List of Subcontractors.
 - e. Any Value Engineering items of interest to Owner.
- VI. Submission of Additional Post Proposal information
- a. Certification of Criminal History Record Information (Form AP). Due within 10 days after receipt of NTP.
 - b. Performance Bond, Payment Bond and Certificates of Insurance within 10 days after notification of award.
- VII. Allowances: As scheduled in 01 21 00- Include in base proposal. (To be sent via addendum)
- VIII. Unit Prices: As shown in Proposal form and 01 22 00.
- IX. Construction Schedule
- a. NTP after **Board approval anticipated for January 2025. Notice to Proceed anticipated soon after Board Approval.**
 - b. Work under this contract will be **Substantially Complete no later than July 26, 2026. Please refer to Summary of Work for general phasing requirements.**
 - c. Owner will accept the work prior as long as it does not interfere with school operations.
- X. Temporary Facilities
- a. Use of existing facilities.
 - b. Job Trailer
 - c. Sanitary facilities
 - d. Storage
- XI. Miscellaneous Items
- a. Walk thru of the school will be conducted right after this meeting starting. Contractors are encouraged to attend walk thru. If not attend today Contractors will need to walk the schools after school hours prior to Bid time.
 - b. Links for available As-built drawings and the link to Multivista for extensive existing condition photographs will be emailed to all attendees and planholders. This will also be incorporated into the next Addendum.

- c. We consider the Basis of Design materials indicated in the drawings and specifications to be the materials that the contractor will bid. If contractor plans to use another approved manufacture listed that is not the Basis of Design material, please submit a substitution request during bidding. Substitutions will not be accepted after. Materials have been selected for Basis of Design based on multiple requirements including specific colors, finishes and manufacturer to be used.

END OF AGENDA

