PROJECT MANUAL

FOR

FBISD - BP036
SITEWORK PACKAGE 1

FORT BEND INDEPENDENT SCHOOL DISTRICT

December 12, 2025

ISSUED FOR BIDDING

MWA ARCHITECTS

Revision R1 02/05/25
This page only.

CONTRACT DOCUMENTS FOR

FORT BEND ISD 2018 BOND – BP036 SITEWORK PACKAGE 1
2323 Texas Parkway
Missouri City, Texas 77489

CONTRACT DOCUMENTS: Plans and Specifications

ISSUE DATE: December 12, 2025 – ISSUED FOR BIDDING

Fort Bend Independent School District Design and Construction Department 2323 Texas Parkway Missouri City, Texas 77494	Owner	Phone: 281-634-5590 Fax: 281-634-5595
MWA Architects, Inc. 11767 Katy Freeway, Ste. 430 Houston, TX 77079	Architect	Phone: 713-882-8188
Stanley Spurling & Hamilton 3301 Edloe Street, Ste. 200 Houston, TX 77027	Civil Engineer	Phone 713-776-9433
Environments & Co. 3930 Pierce Place Ln Katy, TX 77492	Landscape Architect	Phone: 832-309-1513

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PROJECT INFORMATION

FORT BEND INDEPENDENT SCHOOL DISTRICT

PROJECT INFORMATION SHEET

Project Name:	(a) **Dr. Lynn Armstong Elementary School**
Project Address:	3340 Independence Blvd., Missouri City, TX 77459

Project Name:	(b) **Austin Parkway Elementary School**
Project Address:	4400 Austin Parkway Sugar Land, TX 77479

Project Name:	(c) **Baines Middle School**
Project Address:	9000 Sienna Ranch Road Missouri City, TX 77459

Project Name:	(d) *NOT USED*
Project Address:	

Project Name:	(e) **Walter Moses Burton Elementary School**
Project Address:	1625 Hunter Green Ln. Fresno, TX 77545

Project Name:	(f)**Commonwealth Elementary School**
Project Address:	4909 Commonwealth Blvd. Sugar Land, TX 77479

Project Name:	(g) **Elkins High School**
Project Address:	7007 Knights Court Missouri City, TX 77459

Project Name:	(h) **Fort Settlement Middle School**
Project Address:	5440 Elkins Road, Sugar Land, TX 77479

Project Name:	(i) **Edgar Glover Elementary School**
Project Address:	1510 Columbia Blue Dr. Missouri City, TX 77489

Project Name:	(j) **Lula Bell Goodman Elementary School**
Project Address:	1100 W Sycamore St. Fresno, TX 77545

Project Name:	(k) **Highland Elementary School**
Project Address:	2022 Colonist Park Dr. Sugar Land, TX 77478

Project Name:	(l) **Hunters Glen Elementary School**
Project Address:	695 Independent Blvd. Missouri City, TX 77489

Project Name:	(m) **E.A. Jones Elementary School**
Project Address:	302 Martin Ln. Missouri City, TX 77489

Project Name:	(n) **Lake Olympia Middle School**
Project Address:	3100 Lake Olympia Pkwy Missouri City, TX 77459

Project Name:	(o) **Lantern Lane Elementary School**
Project Address:	3323 Mission Valley Dr. Missouri City, TX 77459

Project Name:	(p) **Lexington Creek Elementary School**
Project Address:	2335 Dulles Ave. Missouri City, TX 77459

Project Name:	(q) **McAuliffe Middle School**
Project Address:	16650 S Post Oak Rd. Houston, TX 77053

Project Name:	(r) **Missouri City Middle School**
Project Address:	202 Martin Ln. Missouri City, TX 77489

Project Name:	(s) **Quail Valley Elementary School**
Project Address:	3500 Village Dr. Missouri City TX 77459

Project Name:	(t) **Quail Valley Middle School**
Project Address:	3019 FM 1092 Rd.. Missouri City, TX 77459

Project Name:	(u) **Ridge Point High School**
Project Address:	500 Waters Lake Blvd Sugar Land, TX 77478

Project Name:	(v) **Ridgegate Elementary School**
Project Address:	6015 West Ridgecreek Dr. Houston, TX 77053

Project Name:	(w) **Jan Schiff Elementary School**
Project Address:	7400 Discovery Lane Missouri City, TX 77459

Project Name:	(x) **Settlers Way Elementary School**
Project Address:	3015 Settlers Way Sugar Land, TX 77479

Project Name:	(y) **Sienna Crossing Elementary School**
Project Address:	1100 Steep Bank Trace Missouri City, TX 77459

Project Name:	
Project Address:	

Project Name:	
Project Address:	

Project Name:	
Project Address:	

Project Name:	
Project Address:	

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INSPIRE • EQUIP • IMAGINE

Fort Bend Independent School District

Competitive Sealed Proposal for

BP036 Sitework Package 1
CSP 26-041AL

Package A Base Bid and all documents except Alternates & SBE documents.
DUE NO LATER THAN 2:00 PM Central Time CST February 12, 2026

Package B Alternates and Package C SBE
DUE NO LATER THAN
3:00 PM Central Time CST February 12, 2026

Bids will be opened and read aloud at 3:00 PM. Package A is still due at 2:00 PM CST and will be held by the district until the public opening at 3:00 PM CST.
LATE PROPOSALS WILL NOT BE ACCEPTED

SUBMIT PROPOSAL PACKET THROUGH:

FBISD Bid Portal: https://fortbendisd.bonfirehub.com/portal/

Signed by: Juan Valdez D65E219662EF4EE... 12/4/2025

Signed by: Ryan Kiefer 1F973D1CC91A41D... 12/4/2025

Signed by: Brenda Garcia F7F6BD96D7C742E... 12/4/2025

Signed by: DF25ADA7E416421... 12/6/2025

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BP036 Sitework Package 1
CSP 26-041AL

BACKGROUND:

Fort Bend ISD (FBISD) is a K-12 public school district in Fort Bend County serving a student enrollment of over 75,000. The district currently consists of 83 campuses and multiple administrative sites. The intention of this Competitive Sealed Proposal (CSP) is to solicit proposals for sitework renovations, and repairs at multiple campuses (BP036). The estimated construction cost of work for this project is **Eight Million, Two Hundred Thousand Dollars. ($8,200,000.00).**

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held on **Thursday, January 22, 2026 at 2:00 PM CST** meeting will be held virtually using Microsoft Teams. Attendance is highly recommended in order to have an understanding of the requirements of this CSP. For this pre-proposal meeting, persons with disabilities requiring special accommodations should contact Antoinette Lewis at Antoinette.lewis1@fortbendisd.gov at least two (2) days before the conference. Any questions/clarifications that result from the visit should be submitted through the **Ask a Question** section in Bonfire. **Meeting Link: Join the meeting now**

WALK SCHEDULE:

A pre-proposal walk is scheduled for **Friday, January 23, 2026, 8:00 AM (CST)** to tour each campus. Attendance is highly recommended in order to have an understanding of existing site conditions and the project's scope of work. Please arrive 30 minutes early for badging. The walk schedule is listed below.

1. Settlers Way Elementary School, 3015 Settlers Way Blvd Sugar Land, TX 77479	8:00 AM
2. Austin Parkway Elementary School, 4400 Austin Pkwy Sugar Land, TX 77479	8:45 AM
3. Lake Olympia Middle School 3100 Lake Olympia Pkwy, Missouri City, TX 77459	9:30 AM
4. Elkins High School, 7007 Knights Ct Missouri City, TX 77459	10:15 AM
5. Lantern Lane Elementary School, 3323 Mission Valley Dr Missouri City, TX 77459	11:00 AM
6. Edgar Glover Jr Elementary School	11:45 AM

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1510 Columbia Blue Dr, Missouri City, TX 77489	
7. Ridgegate Elementary School, 6015 W Ridgecreek Dr, Houston, TX 77053	12:30 PM

SPECIAL NOTE:

Please be reminded that all Fort Bend ISD campuses and departments are tobacco, drug, and weapon-free facilities. Contractors are responsible for the conduct of their employees and adherence to Fort Bend ISD building policies.

QUESTIONS AND ANSWERS:

Any questions or needed clarifications shall be submitted through the **Ask a Question** section in Bonfire before the deadline for questions due date and time **Friday, January 30, 2026 10:00 AM CST.** Questions received by the deadline and corresponding answers will be included in an Addendum and posted in FBISD e-bidding portal, Bonfire.

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All Fort Bend ISD procurement solicitations and addendums can be accessed on Bonfire at https://fortbendisd.bonfirehub.com PLEASE **NOTE THAT IT IS THE RESPONSIBILITY OF THE PROPOSERS TO CHECK FOR ANY ADDENDUMS ON THE BONFIRE ELECTRONIC BIDDING SYSTEM PRIOR TO SUBMITTING A PROPOSAL.**

GENERAL TERMS, CONDITIONS, AND REQUIREMENTS FOR SOLICITATIONS:

This solicitation shall be governed by the documents incorporated herein as well as the Fort Bend ISD General Provisions for Purchasing Solicitations are incorporated herein. A copy may be obtained at general-provisions-for-purchasing-solicitations-and-contracts.pdf or by contacting the Fort Bend ISD Buyer listed on the coversheet.

Copy of the Construction contract, the A101 and A 201, are incorporated herein.
Texas Education Code 44.031(a)(5); Texas Government Code Chapter 2269
Purchasing and Acquisition, FBISD Policy CH (Legal)
Purchasing and Acquisition, FBISD Policy CH (Local)
Facilities and Construction, FBISD Policy CV (Legal)
Facilities and Construction, FBISD Policy CV (Local)

Proposers are required to respond to all requests identified in this CSP and indicate their acceptance or objection to the terms of the CSP, the General Provisions, and the terms of the Agreement for Construction Services. Any exceptions to the terms and conditions in the CSP, the General Provisions, or the Agreement for Construction Services must be clearly indicated in the Proposer's submitted proposal. Each Proposer, by submitting its proposal, represents that the Proposer has read, understands, and agrees with the CSP, the General Provisions, and the Agreement for Construction Services, excluding any exception specifically made by Proposer in its proposal.

VENDOR COMMUNICATION:

Please remember that during the selection process, FBISD desires to avoid even the perception of preferential treatment.

Therefore:

- Other than the designated contact person listed in this CSP: All Communication regarding this CSP with District employees, staff, consultants, Architects/Engineers or Board members is strictly forbidden and may result in disqualification.

- All requests for clarification must be provided in writing through the e-bidding portal **Ask a Question** section to the designated contact person.

- The answer to the request for clarification and all other communication, clarification, or questions regarding this CSP will be issued in writing to all participating firms through the e-bidding portal (Bonfire).

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Scope of Work

FBISD is seeking a contractor to provide a turnkey solution for site work renovations and repairs at multiple campuses (BP036). The scope of work includes repairs to site grading, sidewalks, storm drainage, irrigation, and parking lots.

Contractor Experience and References

Contractor must provide customer references letter in order to receive points in the evaluation criteria section. Contractor must provide proof of pertinent experience (previous educational experience) along with documentation of successful completion of projects completed within the last 3 to 5 years with a minimum construction cost for K-12 site work renovations at approximately $8,000,000.

For information and questions regarding this CSP process, please contact:

Senior Buyer: Antoinette Lewis
Email: Antoinette.lewis1@fortbendisd.gov

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EVALUATION CRITERIA:

Proposals shall be evaluated using the evaluation criteria listed below, and the scope of work will be awarded by Project. Based on scope of work, FBISD reserves the right to award the Project to the top ranked contractor in the manner that provides the best value to the district based on price and other evaluation criteria.

	Evaluation Criteria (Government Code 2269)	Point System
1	**The price; Section 2269.055.a (1)** Total Proposed Pricing - Provides thoroughly developed, competitive pricing using the tables in Pricing Delivery information section of the CSP	40 points
2	**Offeror's experience and reputation; Section 2269.055.a (2)** Provides evidence of your experience in planning, staging and delivery of recent projects of similar scope and scale (14 pts)	19 points
	Past experience with FBISD and other school districts Provides a summary of nature of work, on time delivery and quality of work contracted with FBISD and/or other school districts and FBISD's assessment of the presented summary. (5 pts)	
3	**Quality of the offeror's goods or services; Section 2269.055.a (3)** Contractor's products should be new and be of the highest quality with an option to substitute for a company branded item of equivalent quality. (14pts)	21 points
	Quality of contractor's response in the proposal Effectively responds and processes all request for information and documentation included in this CSP (2pts)	
	Project Plan and schedule (5pts)	
4	**Utilization of historically underutilized businesses; Section 2269.055.a (4)**	N/A
5	**Offeror's safety record; Section 2269.055.a (5)** Provides a summary of Experience Modification Rate (EMR) for the last three years, as well as a summary of your company's safety policies and procedures	5 points
6	**Offeror's proposed personnel; Section 2269.055.a (6)** Proposed Personnel, personnel directly assigned to work on this project	5 points
7	**Offeror's financial capability appropriate to the size and scope of the project; Section 2269.055.a (7)** Provide proof of Insurance, financial stability and Letter of Surety from Bonding Company	5 points
8	**SBE Commitment; CV (Local) 2017.04**	5 points
	TOTAL	100

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TIME TABLE:

FBISD anticipates following the time table listed below for this proposal: **The time table is only an estimate and actual dates may vary.**

Item	Activity	Date
1.	Job starts to advertise (1st run)	1/8/2026
2.	Job advertises (2nd run)	1/15/2026
3.	Pre-Proposal Conference 2:00 PM CST	1/22/2026
4.	Final Questions due 10:00 AM CST	1/30/2026
5a.	Proposal Package "A" Due **2:00 PM CST** Base Bid and all documents, except Alternates and SBE documents. Click or tap here to enter text.	2/12/2026
5b.	Proposal Package "B" Due **3:00 PM CST Alternates only**	2/12/2026
5c.	Proposal Package "C" Due **3:00 PM CST SBE documents only**	2/12/2026
6.	Presentation to Board of Trustees for contract award (Tentative, subject to change)	05/2026
7.	Tabulations and awards posted to https://fortbendisd.bonfirehub.com/portal/?tab=pastOpportunities	05/2026
8.	Substantial Completion of the Work	12/31/2027

SUBMISSION DEADLINE:

Fort Bend ISD will accept proposals submitted electronically through Bonfire e-bidding portal until **Thursday, February 12, 2026** at **2:00 PM CST**. https://fortbendisd.bonfirehub.com.

Proposals must be uploaded and finalized prior to the closing date and time. Proposals received after the opening will not be accepted. Public bid opening will be conducted via Microsoft Teams **Thursday, February 12, 2026 at 3:00 PM CST**. **Meeting Link: Join the meeting now.**

It is recommended that once you have completed your final submission and received a notice status of "Submission Complete" from Bonfire, you access your account again and review the documents to verify that the correct content has been provided.

Once the close date has passed, you will be unable to submit an opportunity or make changes to anyof the submitted documents. **HARD-COPY PAPER FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.** Only responses properly submitted to FBISD Bonfire Purchasing Portal will be considered.

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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.

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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.

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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; 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.

INSTRUCTIONS TO BIDDERS

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Instructions to Bidders:

Bidders Communication

Please remember that during the selection process, we desire to avoid even the perception of preferential treatment.

Therefore:

- **Other than the designated contact person listed in this CSP: All Communication regarding this CSP with district employees, staff, consultants (Architects/Engineers), or Board members is strictly forbidden and may result in disqualification.**
- **All requests for clarification must be provided in writing to the designated person.**
- **The answer to the request for clarification and all other communication, clarification, or questions regarding this CSP will be issued in writing by addenda to all participants.**

The district electronic bidding portal https://fortbendisd.bonfirehub.com/portal/ is the source for all CSP documents and direction; Addenda, Proposal packet, Drawings and specifications.

- **VERY IMPORTANT**
  - **Communication regarding this CSP with district employees, staff, consultants (Architects/Engineers), or Board members is strictly forbidden and may result in disqualification. (Other than the designated contact person listed in this CSP.)**

CSP Process for Successful Bidders

1.0 GENERAL INFORMATION

1.1 The Proposer will furnish and pay for a bid bond in the form of a bid bond, postal money order, certified check or cashier's check in the amount of five percent (5%) of the total greatest amount, bid including any applicable alternates, in accordance with Section 6.0.

1.2 If awarded, the Bidder shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 7.0. Include this cost in your bid.

1.3 Bidder shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Provisions and/or Supplementary General Conditions of the Specifications, as outlined in Section 8.0.

1.4 The Bidder will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

1.5 During this process all communication regarding this CSP with district employees, staff, consultants (Architects/Engineers), or Board members is strictly forbidden and may result in disqualification. (Other than the designated contact person listed in this CSP)

1.6 In accordance with Texas Government Code Section 2269, The Board of Trustees, as appropriate, has delegated its authority under this subchapter regarding an action authorized or required by this subchapter to be taken by a school district to the Ft Bend ISD Superintendent. In procuring the construction services, the Board of Trustees has delegated the ranking, selection, or evaluation of bids.

1.7 In determining the award of contract and in accordance with Texas Government Code Section 2269, the district may consider: the price, the offeror's experience and reputation, the quality of the offeror's goods or services, the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses, the offeror's safety record, the offeror's proposed personnel, whether the offeror's financial capability is appropriate to the size and scope of the project; and any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

1.8 Evaluation of the proposed substitutes/deviations does not constitute Owner's acceptance of the substitutes/deviations but can be considered during negotiations.

1.9 In accordance with Texas Government Code Section 2269, The district shall select the offeror that submits the proposal that offers the best value for the governmental entity based on:

- the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and
- its ranking evaluation.

1.10 In accordance with Texas Government Code Section 2269 the Board of Trustees has determined the method that provided the best value for the district is the Competitive Sealed Proposal method.

1.11 In accordance with Texas Government Code Section 2269 the district shall publish in the request for proposals or qualifications the criteria that will be used to evaluate the offerors, and the applicable weighted value for each criterion.

1.12 In accordance with Texas Government Code Section 2269 the district shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

1.13 In accordance with Texas Government Code Section 2269, the district will receive, publicly open, and read aloud the names of the offerors and their bids.

1.14 In accordance with Texas Government Code Section 2269, the district will evaluate and rank each proposal submitted no later than 45 days after the opening.

1.15 In accordance with Texas Government Code Section 2269, The district shall first attempt to negotiate a contract with the selected offeror. The district and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

2.0 COMPETITIVE SEALED BID DOCUMENTS PRE-BID

2.1 A Pre-proposal conference will be held as required. Representatives of the Owner, and design team will be present at this meeting. All Bidders are encouraged to attend.

3.0 COMPETITIVE SEALED PROPOSAL PACKET

3.1 Bids will be received only on the Owner's "Bid Form" for the work as indicated by the proposal documents, filled in, and submitted in Bonfire as listed below. Bids will be received at no other place.

3.2 Bonfire Submittal Organization

SUBMIT PROPOSAL PACKET THROUGH:
https://fortbendisd.bonfirehub.com/portal/

Submission Package "A"	
CSP Cover Page Addenda Acknowledgment Section Bid Bond Base Bid Form	**DUE on Bid Day at 2:00 PM**
All required Forms	**DUE on Bid Day at 2:00 PM**
Financial Section	**DUE on Bid Day at 2:00 PM**
Safety Manual	**DUE on Bid Day at 2:00 PM**
Submission Package "B"	**Submit Through Bonfire E-Bidding Portal Package "B" DUE same day at 3:00PM**
Alternate Pricing	
Submission Package "C"	
SBEP commitment Submission	**Submit Through Bonfire E-Bidding Portal Package "C" DUE same day at 3:00PM**

4.0 INTERPRETATION OF COMPETITIVE SEALED PROPOSAL DOCUMENTS

4.1 Bidders and sub-Bidders requiring "CSP" clarification or interpretation of the CSP documents shall make the request in written form, by email to FBISD buyer listed in the CSP documents.

4.2 Any interpretation, correction or change of the CSP documents will be made by Addendum and posted to our website. Interpretations, corrections or changes of the CSP documents made in any other manner will not be binding.

5.0 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

5.1 Substitutions of Goods. The materials, products and equipment described in the CSP documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better See (Part V, Section 3.9 of General Provisions)

5.2 If the Owner/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

5.3 No deviations are allowed in the base bid or base bid adjustment. Any deviation from the Base Bid shall be submitted as Alternate No. 2 on the Deviations Form.

5.4 Evaluation of the proposed substitutes/deviations does not constitute Owner's acceptance of the substitutes/deviations but can be considered during negotiations.

5.5 Price scores will be based on the base bid plus/minus the base bid adjustment which must be in adherence to all plans and specifications published.

6.0 BID BOND/BID GUARANTEE

6.1 Bid bonds are required for bids in excess of $25,000. A Bid bond will be submitted in the form of a Bid bond, postal money order, certified check or cashier's check in an amount not less than **five percent (5%) of the total greatest amount bid, including any applicable alternates,** payable without recourse to Fort Bend Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the bid. If the successful Bidder, upon acceptance of his bid by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten [10] calendar days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

7.0 PERFORMANCE BOND AND PAYMENT BOND

7.1 Performance bonds are required for bids in excess of $100,000. Payment Bonds are required for bids in excess of $25,000 Gov't Code 2253.021

7.2 .When a performance or payment bond is required, the amounts shall be for 100% of the contract amount (including contingency). Any required bond(s) must be filed with the District within 10 days from the date of the Notice Of Award.

7.3 The only forms of surety acceptable as a performance or payment bond are: Cashier's Check, Certified Check, or a Surety or Blanket Bond from a company chartered or authorized to do business in Texas. Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas.

7.4 Bonds and other forms of surety must be made payable to Fort Bend Independent School District.

7.5 Bonds in excess of $100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of $100,000 from a United States Treasury listed reinsurer.

7.6 Payment and Performance Bonds must be in accordance with Texas Government Code 2253.

8.0 INSURANCE

Exhibit A

FORT BEND I.S.D. CONSTRUCTION BOND & INSURANCE REQUIREMENTS

It is suggested that this Exhibit be provided to the Contractor's insurance provider.

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

Bonds Required

Construction, installation and service contracts (including repair and alteration) exceeding $100,000 requires that a 100% Performance Bond be furnished by the successful bidder (contractor). Contracts exceeding $25,000 require that a 100% Payment Bond be furnished by the successful bidder (contractor). All such bids must include a 5% Bid Bond.

Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- X and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall be responsible for obtaining bonds and shall absorb any and all costs of such Bonds.

Insurance Required	Limit Required
Automobile Liability insurance covering Any Auto	$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	$1,000,000 Occurrence $2,000,000 Aggregate $1,000,000 Personal Injury $ 500,000 Fire Damage $ 5,000 Medical Payments Per Project Aggregate (CG 70 49) Evidence of coverage must be shown on certificates of insurance.
Professional Errors & Omissions Liability insurance may be required from all contractors and licensed or certified as professionals; e.g., engineer architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	One time project amount; $1,000,000 Occurrence & Aggregate minimum $5,000,000 Maximum Limit Retroactive Date preceding date of contract must be shown Extended Reporting Period three years past completion of contract
Workers Compensation insurance with limits to comply with the requirements of the Texas Worker Compensation Act Employers Liability insurance	Statutory Limits $1,000,000
Umbrella or Excess Liability insurance (excess of primary General Liability, Automobile Liability and WC Coverage B) Applicable to minimum contract amounts **of $100,000**	100% of Contract Amount up to a maximum of $25,000,000. For construction contracts in excess of $25,000,000 higher limits may be required.

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

10.19.16BC Morrison

All Risk Builders Risk Property Insurance shall be required for all construction contracts when property of the owner is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)	Contract Limit or Replacement Cost Value of Scope of Work whichever is greater Permission to Occupy granted Deductible: 1% of contract, $50,000 maximum, unless otherwise approved by the Owner.

Insurance Conditions

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number
2. A 30 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

FORT BEND Independent School District
C/o Director – Design & Construction Department
2323 Texas Parkway
Missouri City, TX 77489

9.0 EVALUATION CRITERIA AND RELATIVE WEIGHTS

In accordance with Government Code Section 2269.056 the applicable weighted value for each criterion is published in the front pages of the CSP package.

9.1 Proposal Delivery and Organization

Offeror is to organize the Proposal in the following format:

1) To comply with Government code chapter 2269.059 your submittal must be sealed before delivery. Provide the requirements listed below in the order provided.

1.1 Provide with the Proposal Base Bid Form (Submit in Bonfire Proposal Bid Form Section):

- Addenda Acknowledgment Sheet
- Bid Bond
- Proposal Base Bid Form

1.2 Provide the district and statute required forms in Bonfire Under Required Forms Section:

- No Response Form(Optional)
- Contractor Informational Form (Required)
- Contractor Questionnaire (Required)
- Bonding Capacity Certification Letter (Required)
- Proposal Submission Form (Required)
- Non-Collusion Certification (Required)
- Certificate of Residency (Required)
- Affidavit of Non-Discriminatory Employment (Required)
- Contractor Certification (Required)
- Felony Conviction Notification (Required)
- Vendor Debarment Statement (Required)
- Conflict of Interest Questionnaire (Required)
- Certification regarding Lobbying (Required)
- Confidential Copyrighted Information (Required)
- Owner(s) Name of Business (Required)
- Delinquent Taxpayers (Required)
- Identification Number & Certification (Required)
- Fort Bend ISD Contractor and Subcontractor Participation Form (Required)
- Certificate of Interested Parties Form 1295 (Required)
- Forms Certification (Required)
- Per Govt. Code 2270.002, provide written verification that the company does not boycott Israel and will not during the term of the contract.

1.3 For Proposals Formal Submission: Provide in Each Section in Bonfire as listed below. Provide information that details the evaluation response for each of the following criteria. Must be in the location specified in Bonfire.

- Section ONE (**Offeror's Experience and Reputation**)

- Section TWO (**Quality of the Offeror's Goods and Services**)
- Section THREE (**Offeror's Proposed Personnel**)
- Section FOUR (**Other Relevant Factor- Plan and Schedule**)

1.5 **Financial Section** (Submit in Bonfire Offeror's Financial Section) "**Financial stability and bonding capacity**" (all financial information provided in Bonfire is confidential)

1.6 **Safety plan and safety record**" (Submit in Bonfire Safety Manual Section)

1.7 **Alternate Bid Proposal Submission (**Submit in Bonfire Package "B" Section)
- Alternate Bid Proposal Form
- Deviation Form (if Applicable)

1.8 **SBEP commitment**" submission (Submit in Bonfire Package C Section)

9.2 Relative Weights

To determine the best value bidder, the Owner will evaluate the responses and information submitted on the Bid Form, Contractor's Information Statement Form and other bid documents in regards to the following criteria:

1) "The Price"

Texas Government Code 2269.055.a (1) The price.

1.1) Proposed construction contract price (base price plus alternates as defined on the bid form). Contract price shall include both base price and accepted alternate price as defined on the bid form. The final weighting distribution will be a calculated percentage.

1.2) No deviations are allowed in the base bid or base bid adjustment. Any deviation from the Base Bid shall be submitted as Alternate No. 2 on the Deviations Form.

1.3) Evaluation of the proposed substitutes/deviations does not constitute Owner's acceptance of the substitutes/deviations but can be considered during negotiations.

1.4) Price scores will be based on the base bid +/- the base bid adjustment which must be in adherence to all plans and specifications published.

2) "FORMAL SUBMISSION SECTION ONE – "Offeror's Experience and Reputation"

Texas Government Code 2269.055.a (2) The offeror's experience and reputation.

2.1) Provide three (3) letters of reference for projects completed in the past **one (1) year** from major suppliers and/or sub-contractors which specifically address the bidder's history of paying sub-contractors and material providers on time.

2.2) List current or pastFBISD projects completed within the past **five (5) years** of similar scope and size.

2.3) List current or past projects with other school district completed within the **past five (5) years** of similar scope and size.

2.4) Letters of reference from Director of Facilities/Operations/Maintenance & from campus on housekeeping and cleanliness from FBISD and/or other school district

2.5) The district staff will contact the Owners, identified in the list of current of past K-12 projects or Non K-12 projects completed within the **past five (5) years** of similar scope and size. References

may be conducted by FBISD staff to ascertain the following:

- The quality of the work provided by bidder.
- The bidder's history of providing warranty documents.
- The bidder's history of timeliness in completing warranty work.
- The bidder's history of staying on schedule.
- The bidder's cooperative attitude when working with the owner and its architect in resolving construction issues.
- The bidder's history of providing detailed documentation and a fair assessment of change order pricing.
- The bidder's history of repeat business with owner(s).

2.6) Provide a detail of your history of on-time project completion. The district may verify the bidder's history based on references contacted by FBISD Administrative staff.

2.7) List all claims, judgments, arbitration proceedings or suits pending or outstanding against your company or its officers. Summarize the nature of the claims.

3) "FORMAL SUBMISSION SECTION TWO – Quality of the Offeror's Goods and Services"

Texas Government Code 2269.055.a (3) The offeror's experience and reputation

3.1) Include in the proposal; your firms' philosophy on construction management, your sub-contractor selection process, details of managing conflicts, staffing issues, subcontractor disputes. Include your plan for operating on an occupied school site. Include your system for coordination with local jurisdictions, your methodology for quality control. Provide a statement in your work flow plan that indicates scheduling and timing of site meeting, coordination with owners, documentation, and your firm's unique ability to satisfy the client. Include a project schedule/timeline with project specific parameters or limitations (e.g. evening, summer, holiday work).

3.2) Provide evidence of sufficient resources necessary to manage, staff and successfully perform the Work.

3.3) The bidder's history of on-time project success

3.4) Provide a sample quality management plan that would include your role in substantiating conformance with the contract documents. Include in the plan your performance history for: quality assurance/quality control, preconference processes, process for documenting and correcting nonconforming work, as well as the process and staff that would oversee this plan.

3.5) Provide cost saving ideas and associated cost.

3.6) Provide details of firms PMCS capabilities, include familiarity with major software packages, CAD coordination, and electronic filling, submissions, and transmittals.

4) Utilization of historically underutilized businesses

Texas Government Code 2269.055.a (4). Not Applicable

5) Offeror's Safety Record – "Safety plan and safety record"

Texas Government Code 2269.055.a (5) The offeror's safety record.

5.1 Provide your company's safety program manual. (see submission process in section A above)

5.2 Provide OSHA No. 300 Log information for the past three (3) years regarding following points:

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

5.3 Provide your company's safety orientation program for new employees.

5.4 State the frequency and provide evident of ongoing safety inspections as implemented in current projects.

5.5 Provide your company's drug/alcohol prevention policy.

6) "FORMAL SUBMISSION SECTION THREE – "Offeror's Proposed Personnel"

Texas Government Code 2269.055.a (6) The offeror's proposed personnel – Resumes, experience, certifications, past specific experience with similar scope.

6.1 List individuals and provide detailed resumes of the positions for Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist who will be assigned for the entire duration of the Project. Resumes should address the following points for each of the positions mentioned above.

- Amount of time assigned to project;
- Years of experience;
- Current project assignment and availability for this project
- Relevant K-12 experience;
- Certifications
- Include project available dates for key staff

7) "Offeror's Financial Capability Appropriate to the Size and scope of the Project"

Texas Government Code 2269.055.a (7) whether the offeror's financial capability is appropriate to the size and scope of the project

7.1 Submit Bond on FBISD mandated form.

7.2 Provide your company's single limit coverage.

7.3 Provide your company's aggregate/total available limit of coverage.

7.4 List your surety company and address following points.

- Years your company has had a business relationship with surety;
- AM Best Rating;
- Identify if surety company is registered in the State of Texas.

7.5 List projects your company has in progress. For each project listed address the following points.

- Name of project;
- Owner's contact person and phone number;
- Architect, Architect's contact person and phone number;
- Contract amount;
- Percent complete;
- Scheduled completion date;
- List total worth of work in progress and under contract.

7.6 Provide a recent financial statement for the organization that is proposing.

7.7 The financial statement should be attested to by a CPA, an Audit is preferred, a Review is acceptable, or a Compilation at a minimum.

AUDIT

- provides the highest level of assurance on an organization's financial statement

REVIEW

- provides limited assurance on an organization's financial statements

COMPILATION

- provides no assurance on an organization's financial statement

7.8 The Financial Statement must address the following points:

- Your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities;
- Indicate name and address of firm preparing financial statement, and date thereof;
- If the financial statement is not for the identical organization submitting offer, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

7.9 If available, please list your company's Dunn & Bradstreet risk rating.

8) "SUBMIT IN BONFIRE PACKAGE "C" – "SBEP commitment"

Texas Government Code 2269.055.b (2) Any other relevant factor specifically listed in the request for bids or proposals.

8.0 Provide your Small Business Enterprise Program Proposal packet.

8.1 Small Business Enterprise Program

8.1.1 Owner has adopted a Small Business Enterprise Program to provide increased business opportunities for locally certified small businesses to competitively participate in contracting and procurement within FBISD. See FBISD Board Policy CV(Local), and the FBISD Small Business Enterprise Program.

8.1.2 Small Business Practices:

8.1.2.1 Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.

8.1.2.2 For this Project FBISD has a small business participation goal of Twenty-Five Percent (25%).

8.1.2.3 At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the project (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining FBISD's goal.

8.1.2.4 Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors under a Construction Manager-at-Risk delivery method, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

8.1.2.5 Provide a reference list of all customers noted in Past Performance References that included a Small Business or similar program where you have performed work similar to the type of work described in this CSP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

8.1.2.6 If, in the opinion of the Evaluation Committee, the Proposal Response completely meets the stated small business participation goals, the total amount of eligible points will be awarded for small business participation, as indicated below.

Proposed SBE Subcontracting	Available Points
Less than 5%	0
5% - 9%	1
10% - 14%	2
15% - 19%	3
20% - 24%	4
25% or more	5

8.1.3 Points shall be awarded in accordance with the Proposal Response based on the prime vendor's commitment to small business subcontracting stated in the solicitation document and the published point distribution sliding scale.

8.1.4 If the proposer itself is a certified Small Business who plans to self-perform work, the value of such self-performed work shall be included in calculating the eligible points for small business participation to the Small Business Proposer, in addition to the value of work subcontracted to another small business.

8.1.5 If the proposer itself is a not a certified Small Business, but has join-ventured with another certified Small Business, only the value of work to be self-performed by the certified Small Business Prime contractor will be included in calculating the eligible points for small business

participation to the Small Business Proposer/joint venture, in addition to the value of work subcontracted to another small business.

8.1.6 Once selected, all prime construction contractors ("Contractor") working with FBISD on SBEP eligible construction projects shall be required to submit the Fort Bend ISD Subcontractor Progress Assessment Form with each application for payment, requesting payment be made for Work performed by a subcontractor that qualifies as a "small business" under FBISD Board Policy CV (Local). The Contractor shall also ensure that, once Contractor makes the applicable payment to the Small Business Subcontractor, the Subcontractor completes the Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form in its entirety. Contractor agrees to submit the completed copies to Owner with the next application for payment. The completed Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form must be received by the Owner before any further payment will be made to Contractor for any Work performed.

8.1.7 Include with your submission the SBEP Participation Report

8.1.8 Include with your submission the Supplier Diversity Questionnaire

9.0 Award of the Contract

1.1 The Bidder to whom the award is made will be promptly notified. If a Bidder (a) withdraws his bid within 45 days after the date of time fixed for the opening of bids in the Request for Competitive Sealed Bids, or (b) fails or refuses to execute the Agreement, or other required forms within ten (10) calendar days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance Bond and Certification of Required Insurance within 10 calendar days of Notice of Award of the Project, the Owner may award the work to another Bidder or Bidders or, if applicable, may call for new bids.

2.2 The Bidder will be required to (a) submit his bid and Bid Bond, (b) execute Contract and Performance and Payment Bonds, and (c) submit Certification of required insurances.

1.3 Bid Bond is forfeited if bid is withdrawn after the CSP opening, or Contract Documents are not executed in accordance with the above.

10.0 SUBMISSION OF POST COMPETITIVE SEALED COMPETITIVE INFORMATION

The selected Bidder shall within ten (10) days after the Board of Trustees approves the award submit the following:

10.1 A designation of the work to be performed by the Bidder with his own forces.

10.2 An experience profile of the selected Bidder's superintendent scheduled to work on this project. In addition, the apparent selected Bidder shall cooperate with the Owner, supplying requested information to substantiate the qualifications of the superintendent. If, in the opinion of the Owner, the superintendent does not qualify, the Owner may request the submission of another superintendent and more information. The Owner reserves the right to reject the apparent selected Bidder if an acceptable superintendent is not presented.

10.3 A list of names of subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated in the bid documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work.

10.4 The selected Bidder shall within ten (10) days thereafter submit a statement of costs for each major item of work included in the bid. Each section of specifications will be considered a major item of work and shall be shown as a separate cost item.

11.0 NOTICE TO PROCEED

11.1 The Bidder shall not commence work under this Contract until he receives the written Notice to Proceed and the Contract is duly signed by the Owner.

12.0 COMPLETION TIME

12.1 The Owner has a critical need for the work to begin timely and be Substantially Complete by date provided on the Bid Form.

12.2 Having thoroughly familiarized himself with the conditions as they exist at the building sites and acquainted himself with the labor supply and the material market, the Bidder will state in his bid that he agrees to be substantially complete with the work by the date above.

12.3 Under the Base Bid, the successful Bidder will be subject to liquidated damages.

12.4 The definition of Substantial Completion, as defined in Article 9.8.1 of the AIA General Conditions and Supplementary Conditions bound herein, is as follows: "Substantial Completion is the stage in the progress of 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".

13.0 RETAINAGE

13.1 Contracts will bear a retainage of five (5) percent (%) on each partial disbursement.

14.0 ASBESTOS, LEAD AND PCBs CONTAINING MATERIALS

14.1 The use of any construction process or the installation of any asbestos, lead and PCBs ormaterial containing asbestos, lead and PCBs is strictly prohibited for this Project.

14.2 Prior to submitting a bid, Bidders shall notify the Project Manager, in writing, of any materials in these specifications which are known to contain or are likely to contain asbestos, lead or PCBs.

14.3 Prior to payment of retainage and final payment the Contractor shall furnish a notarized statement certifying that no asbestos, lead and PCBs containing materials have been used in the Project.

14.4 In addition to the Contractor's notarized statement, the Subcontractors will be required to furnish notarized affidavits that no asbestos, lead, and PCBs containing products have been used in this Project.

15.0 AVAILABILITY OF MATERIALS AND SYSTEMS

15.1 A serious effort has been made to select only materials that are asbestos free and systems that are readily available. As far as is known at bid time all items are either available "off the shelf" or within a relatively short period of time. If during the bid period, an Bidder becomes aware of an availability or delivery problem with any of the specified systems or materials or if they contain asbestos, he should notify the Project Manager immediately. The Project Manager will promptly explore possibilities for selecting other systems or materials which would circumvent the problem and notify Bidders of any changes in an addendum, otherwise it will be understood that only specified systems and materials that are asbestos free are included in the bids.

16.0 USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS

16.1 The Contractor is reminded to refer to the Section above for requirements during the bid period and the following requirements during performance of the Work regarding the use of asbestos free materials, products and systems in the Project.

16.2 Since many materials, products and systems are proprietary, it is not possible to know all of the materials or components which go into producing such material, product or system without the manufacturer divulging trade secrets or patent information. Every effort has been made to specify materials, products or systems, which either as an "off the shelf" material, product or system or as a custom material, product or system do not contain asbestos.

16.3 It is the Contractor’s responsibility to submit an affidavit from the manufacturer to ascertain that every material, product or system used in the Project does not contain asbestos. In the event the material, product or system is found to contain asbestos, the Contractor shall offer for the Project Manager’s consideration a substitution which he knows does not contain asbestos.

16.4 Even though a material, product or system is specified or a specification is based on a particular material, product or system, the Contractor will not be relieved from the responsibility to ascertain that materials, products and systems used in the Project do not contain asbestos. Under no circumstances shall a material, product or system which is known, suspected or found to contain asbestos be used on the project.

16.5 If a material, product or system containing asbestos is used, the Contractor shall remove and replace the material, product or system with one which is asbestos free at no additional expense to the Owner, including removal and replacement of other materials affected by the removal of the asbestos bearing material, product or system, i.e. gypsum wallboard removed, replaced, and repainted on account of insulation being removed, etc

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Clarification for Package B of Fort Bend ISD CSP

Package A – Base Bid and All Documents EXCEPT Alternates and SBE Documents

Package A should include the contractor's base bid for the project on the Base Bid Form

Package B – Alternates and Base Bid Adjustment (correction)

Package B should include the following on the Alternate Form:

- The bidder's **alternate bids** as requested by the District. If a bidder does not submit alternate pricing, they will be disqualified as a non-responsive bidder.

- The bidder's **base bid adjustment** to their original base bid submitted in Package A.

- **Deviations** should not be included in the base bid or base bid adjustment.

  Bidder should enter the amount the District may ADD to or DEDUCT from their base bid submitted in Package A. For example, if the bidder submitted a base bid in Package A as $10,000,000 but realized they should have submitted the base bid as $10,500,000, then the bidder would insert an ADD in the Base Bid Adjustment line as $500,000.

  The **Purchasing Department** will calculate Base Bid (Package A) plus/minus Base Bid Adjustment (Package B) to obtain the FINAL Base Bid for the CSP.

- No deviations are allowed in the base bid or base bid adjustment. Any deviation from the Base
- Bid shall be submitted as Alternate No. 2 on the Deviations Form. Evaluation of the proposed substitutes/deviations does not constitute Owner's acceptance of the substitutes/deviations but can be considered during negotiations

  Form Instructions:

  Add: Provides the amount Purchasing should add to the original base bid reflected in Package A

  Deduct: Provides the amount Purchasing should deduct from the original base bid reflected in Package A

  No change: Means that there is no change to your base bid price reflected in Package A

  Not Applicable (NA): Means that there is no change to your base bid price reflected in Package A

FBISD
INSPIRE • EQUIP • IMAGINE
BUSINESS & FINANCE

CONFLICT OF INTEREST QUESTIONNAIRE

All vendors doing business with Fort Bend Independent School (FBISD) must complete and submit a Conflict of Interest Questionnaire (CIQ).

FBISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any company that does business with FBISD must complete and submit a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

Statements must be filed within seven (7) business days after the officer becomes aware a conflict of interest exists.

FBISD Board of Trustees include:

Ms. Kristin K. Tassin, President

Mr. Adam Schoof

Dr. Shirley Rose Gilliam

Ms. Angie Hanan

Ms. Sonya Jones

Mr. Rick Garcia, Vice President

Mr. David Hamilton, Secretary

Dr. Marc Smith, Superintendent

Current Local Government Officers includes:

Kathleen Brown, Deputy Superintendent

Dr. Jaretha Jordan, Deputy Superintendent

Beth Martinez, Deputy Superintendent

Coby Wilbanks, General Counsel

Glenda Johnson, Chief Human Resources Officer

David Rider, Chief of Police

Kwabena Mensah, Chief of Staff

Damian Viltz, Chief Operations Officer

Rhonda Mason , Asst Superintendent Elem

Dr. Stephen Warford, Asst Superintendent Sec

Antignolo Matthew, Exec Dir Child Nutrition

Pandit Payal, Exec Dir Collab Communities Daniel

Bankhead, Exec Dir D & Construction Nunez

Wendy, Exec Dir Elementary Schools Mason

Rhonda, Exec Dir Elementary Schools

Ford Ida, Exec Dir Elementary Schools

Dr. Adam Stephens, Chief Academic Officer

kimberly Smith, Chief Communications Officer

Bryan Guinn, Chief Financial Officer

Long Pham, Chief Information Officer Morgan

Aaron, Exec Dir Facilities

Schlacks Kelly, Exec Dir Finance

Amber Williams, Exec Dir HR

Jojo Jacob Exec Dir Info Systems

Christopher Nilsson, Exec Dir Info Tech Service

Dr. Andria Schur, Chief of Schools

Williams Stephanie, Exec Dir Org Development

Elizabeth Williams, Exec Dir Secondary Schools

Lyons-Lewis, Deidra Exec Dir Sec. Schools

Westbrook Pilar, Exec Dir Sel & Comp.Health

Lisa Langston Exec Dir Student Affairs

Hill Deena, Exec Dir Student Supp Svc

Hubbard Melissa, Exec Dir Teach & Learning

Richard Gay, Exec. Dir. Business Services

HOW TO COMPLETE THE CIQ FORM

NO CONFLICT EXIST

If no conflict of interest exists, you MUST:

1. Fill out Box 1
2. Type N/A on Box 3 of the CIQ form
3. Sign and date

CONFLICT EXIST

If a conflict of interest exists, you MUST:

1. Name of person doing business with the District. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Fort Bend ISD must complete the form. Also, state company name. 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.
2. Check the box if you are filing an update to a previously filed questionnaire. Updates are required by law by September 1 of each year in which the person submits a proposal or bid or begins contract discussions or negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Name the District employee or school board member with whom you have a relationship, if there is no relationship in question, state “NONE”.
4. Answer questions A and B with “Yes” or “No”, as applicable.
5. Describe how you are affiliated or related to a FBISD employee or school board member.
6. Check Box if applicable
7. Signature Box: Date and Sign the form. A signature is required from the person completing the form even if “No” is entered in Box 3, A, B, C, or D.

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.

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

Statute / District Required Forms:

- **No Response Form** ***(Optional)***
- **Contractor Informational Form** ***(Required)***
- **Contractor Questionnaire** ***(Required)***
- **Bonding Capacity Certification Letter** ***(Required)***
- **Proposal Submission Form** ***(Required)***
- **Non-Collusion Certification** ***(Required)***
- **Certificate of Residency** ***(Required)***
- **Affidavit of Non-Discriminatory Employment** ***(Required)***
- **Contractor Certification** ***(Required)***
- **Felony Conviction Notification** ***(Required)***
- **Vendor Debarment Statement** ***(Required)***
- **Conflict of Interest Questionnaire** ***(Required)***
- **Certification regarding Lobbying** ***(Required)***
- **Confidential Copyrighted Information** ***(Required)***
- **Owner(s) Name of Business** ***(Required)***
- **Delinquent Taxpayers** ***(Required)***
- **Fort Bend ISD Contractor and Subcontractor Participation Form** ***(submit with SBE Requirements)***
- **Certificate of Interested Parties** ***(Required)***
    - **INSTRUCTIONS for Form 1295 (Certificate of Interested Parties)**
- **Forms Certification** ***(Required)***
- **Per Govt. Code 2270.002, written verification that the company does not boycott Israel and will not during the term of the contract** ***(Required)***
- **Addendum Acknowledgment Form (*Required*)**

No Response Form *(Optional)*

RETURN ONLY IF YOU CHOOSE NOT TO SUBMIT A RESPONSE TO THIS SOLICITATION

CSP _____

TITLE of CSP _____

Please Print

Whereas on the _____ day of _____, 2024 (print name of company)

_____

has reviewed FBISD's solicitation and elects not to submit a bid:

State Reason for no bid:_____

_____

_____

_____

Street Address

_____

City, State, Zip Code

_____

Telephone/Fax Number

_____

Name of Authorized Individual

_____

Signature of Authorized Individual

Contractor Informational Form *(Required)*

CONTRACTOR IS:

An Individual

By _____
Individual's Name

A Partnership

_____
Firm Name

By_____
General Partner Authorized to Sign

A Corporation

By_____
Corporation Name

_____
State of Incorporation

By_____
Name of Person Authorized to Sign

_____
Title

(Corporate Seal)

Attest_____
Secretary

Contractor Questionnaire *(Required)*

Bidder:_____

1. Are you using subcontractors? Yes_____No____

2. Have you ever performed work for Fort Bend ISD or other ISDs as a subcontractor? Yes _____ No_____. If the answer is yes, please provide name of Contractor and Project(s) you were subcontracted to.

   _____

   _____

   _____

3. Can you provide proof of liability and worker's compensation coverage? Yes_____No_____

4. Did you include the most recent up to date references in this packet? Yes_____ No_____

5. Please include similar projects that you have completed for Texas ISDs in the past 12 months.

   _____

   _____

   _____

   _____

PROPOSAL SUBMISSION FORM

CSP _____

Title of CSP_____

Please Print

Whereas on the _____ day of _____, 2024

(print name of company) _____ has reviewed

CSP # _____

A copy may be obtained at http://www.fortbendisd.com/docs/purchasing/general-provisions-for-purchasing-solicitations-and-contracts.pdf or by contacting the Fort Bend ISD Buyer listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

Texas Education Code 44.031(a)(5); Texas Government Code 2269
***Purchasing and Acquisition,* FBISD Policy CH (Legal)**
***Purchasing and Acquisition,* FBISD Policy CH (Local)**
***Facilities and Construction,* FBISD Policy CV (Legal)**
***Facilities and Construction,* FBISD Policy CV (Local)**

_____	_____
Street Address	***City, State, Zip Code***
_____	_____
Telephone Number	***Fax Number***
_____	_____
Name of Authorized Individual	***Signature of Authorized Individual***

Non-Collusion Certification *(Required)*

The undersigned affirms that he or she is duly authorized to execute this questionnaire, that this company, corporation, firm, partnership, or individual has not prepared this submission in collusion with any other person, firm, or entity making or considering making a submission to FBISD for any of the future District projects, and that the contents of this submission as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this submission.

The foregoing is true and correct. FBISD, or any authorized representative of FBISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information which FBISD might determine as being desirable.

Firm: _____

Address: _____

City/State/Zip: _____

Phone No: _____

Fax No: _____

Signature: _____

Typed Name: _____

Date: _____

Certificate of Residency *(Required)*

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, This law makes it necessary for FBISD to determine the residency of its proposers. In part, this law reads as follows:

"Section: 2252.001
(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor 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 nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible 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."

I certify that _____
(Name of Company Bidding)

is, under Section: 2252.002, 003 and 004, a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.002, 003, and 004, is in the city of

_____ in the state of _____

_____
Signature of Authorized Company Representative

_____
Print Name

_____ _____
Title Date

Affidavit of Non-Discriminatory Employment *(Required)*

(Tracking purposes only)

FORT BEND INDEPENDENT SCHOOL DISTRICT

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____

Signature

_____

Printed Name & Title

_____

Company

Contractor Certification *(Required)*

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

Definitions:
Covered individuals: Individual who have or will have continuing duties related to the service to be performed and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including 19 Tex. Admin. Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that [check one]:

[ ] None of Contractor's employees are *covered individuals*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered individuals*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of Contractor's employees are *covered individuals*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.

2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the District in writing within three business days.

3. Upon request, Contractor will provide the District with the name and any other requested information of covered individuals so that the District may obtain criminal history record information on the covered individuals.

4. If the District objects to the assignment of a covered individual on the basis of the covered individual's criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____
Signature Date

Felony Conviction Notification *(Required)*

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

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

Vendor's Name:

Authorized Company Official's Name (Printed):

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

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

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

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Signature of Company Official:_____

Vendor Debarment Statement *(Required)*

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

_____

NAME OF COMPANY (Please Type)

_____

MAILING ADDRESS CITY STATE ZIP

_____

PREPARED BY (Please Type)

_____ _____

SIGNATURE TITLE

_____ _____

TELEPHONE NUMBER FAX NUMBER DATE

Check here if you have an address or telephone number change: Yes____ No____

Conflict of Interest Questionnaire *(Required)* COMPLETE AND SIGN EVEN IF NO CONFLICT EXISTS

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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 person 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, 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.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of vendor doing business with the governmental entity

Date

RETURN THIS DOCUMENT IN FRONT OF ORIGIONAL SUBMISSION PACKAGE

Certification regarding Lobbying *(Required)*

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 instruction.

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

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US 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.

_____	_____
Company	Authorized Representative (Print)
_____	_____
Signature	Date

Confidential Copyrighted Information *(Required)*

General Provisions Part III Paragraph 13

FBISD is a governmental body subject to the Texas Public Information Act. Solicitation Responses submitted to FBISD as a result of this Solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its Solicitation Response, or parts of its Solicitation Response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the Solicitation Response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. FBISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendor.

By signing below, the Bidder agrees, if a bid is, or parts of bid is confidential, the bidder has specified by stamping in bold letters the term **"CONFIDENTIAL"** on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Bidder agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

Company	Authorized Representative (Print)
Signature	Date

Owner(s) Name of Business *(Required)*

Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

Name	Title

Delinquent Taxpayers *(Required)*

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

[ ] I am not a delinquent taxpayer to Ft Bend ISD

[ ] I am a delinquent taxpayer to Ft Bend ISD *(your bid may be disqualified if your debt is not cleared prior to award.)*

_____

Signature

_____

Printed Name & Title

_____

Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

FBISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to vendor's response to this solicitation.)

Fort Bend ISD ("FBISD") is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits FBISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to FBISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

"Interested Party" means a person:

a) who has a controlling interest in a business entity with whom FBISD 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.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

"Controlling Interest" means (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) 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 (3) 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.

As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file 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. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with FBISD by attaching the completed form to the vendor's solicitation response.

FBISD 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 the date the contract binds all parties to the contract. After FBISD 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 FBISD.

Forms Certification *(Required)*

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions, Owner(s) Name of Business and Delinquent Taxpayers has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation, the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program, and Copyright/Confidential Information.

COMPANY NAME:_____

AUTHORIZED AGENT'S NAME (PRINTED):_____

SIGNATURE OF COMPANY OFFICIAL:_____

RETURN THIS DOCUMENT IN FRONT OF ORIGIONAL SUBMISSION PACKAGE

Provision Required in Contract (Govt. Code 2270.002) *(Required)*

RELATIONSHIPS WITH FOREIGN ENTITIES

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

> In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor 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, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
>
> Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Name of Vendor ("Contractor")

Mailing Address City State Zip

Prepared by Title

RETURN THIS DOCUMENT IN FRONT OF ORIGIONAL SUBMISSION PACKAGE

Addenda Acknowledgement *(Required)*

I acknowledge the receipt of Addenda #___through #____, and my submittal reflects the contents of those addenda.

Name:_____

Signature:_____

Date:_____

FBISD BP036 - SCOPE OF WORK - PRELIMINARY SCHEDULE				
SCHOOL		SCOPE	STAGING	PROPOSED SCHEDULE
1	Armstrong ES			
	SID36053	Remove, regrade, and replace concrete sidewalk.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36123	Remove and replace cracked or broken concrete curb.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
2	Austin Parkway ES			
	SID36010	Re-surface gravel parking lot with concete	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36046	Provide coated chain-link fencing around play area.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36054	Remove, regrade, and replace concrete sidewalk outside of door A1.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36055	Remove, regrade, and replace existing concrete sidewalk at door A3.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36066	Remove, regrade, and replace 2 foot wide mow strip outside of mechanical yard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36067	Replace service yard gate.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36089	Remove, regrade, and replace concrete sidewalk that has sunk.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36103	Install ADA ramp with truncated dome is at the entrance to school.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36104	Install ADA ramp with truncated domes at bus drop off.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36119	Remove and replace existing 4 foot wide concrete sidewalk with proposed 6 foot wide concrete sidewalk at front of school.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36120	Regrade around entire playground area, create swale, and run to closest existing storm sewer.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
3	Baines MS			
	SID36051	Remove and replace black iron security fence, including new gate.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
4	NOT USED			
5	Burton ES			
	SID36068	Fill and grade areas to ensure positive drainage away from building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36069	Remove existing playground area & equipment.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36092	Regrade around sidewalk near door C3.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36105	Install ADA compliant ramp at exit from parent drop off.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36106	Remove, regrade, and replace HDPE pipe running under existing asphalt track.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
6	Commonwealth ES			
	SID36070	Remove, regrade, and replace concrete sidewalks throughout site.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
7	Elkins HS			
	SID36005	Replace existing covered walkway and courtyard canopy covering to properly drain and jet clean existing storm line.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36011	Replace existing skylight system.	EXTENDED BREAK	SUMMER 2027
	SID36018	Remove, regrade, and replace concrete pavement that has sunk or is holding water.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36023	Replace driveway gates to help control traffic flow.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36030	Install 7 ADA accessible ramps with truncated domes near mechanical yard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36033	Remove, regrade, and replace all concrete sidewalk that has sunk below top of curb at entrance to visitor parking.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36047	Install ADA compliant ramp with truncated domes in applicable areas.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36056	Clean and reseal concrete expansion joints where needed throughout site.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36071	Install ADA ramp with truncated domes and 5 foot landing at no greater than 2% cross slope each direction.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36093	Remove and replace broken concrete collars around sewer manhole.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36094	Remove, regrade, and replace concrete sidewalk that has separated from top of curb and sloping back towards building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
8	Fort Settlement MS			
	SID36032	Install 4' x 4' concrete pad under cow tongues in courtyard to alleviate erosion.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36057	Remove, regrade, and replace concrete landing outside of door C1.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36072	Fill and grade areas that have sunk around sidewalks through site.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36073	Remove and replace broken concrete ramps.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36074	Remove, regrade, and replace concrete sidewalk in courtyard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36075	Repair broken irrigation control valve box.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36090	Remove, regrade, and replace concrete sidewalk outside of door B9.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS

	SID36095	Clean and re-seal concrete expansion joints where needed throughout site.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36107	Regrade around shotput pad to ensure positive drainage.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36108	Re-grade to ensure positive drainage towards inlet.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
9	**Glover ES**			
	SID36007	Remove, regrade, and replace parking lot at front of school and drive as well.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36008	Remove, regrade, and replace staff parking lot behind school near daycare.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36012	Provide irrigation around main building perimeter.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36034	Remove, regrade, and replace numerous places in staff parking lot that hold water.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36036	Fill in area and grade to slope away from building.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36096	Install storm inlets around hard surface play area and connect canopy drains to underground storm.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36109	Remove, regrade, and replace concrete mow strip that has sunk and sloped back towards building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36121	Install an ADA accessible ramp, crosswalk, and sidewalk to connect to existing sidewalk to drive across court.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36122	Remove, regrade, and replace concrete sidewalk at front of school.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
10	**Goodman ES**			
	SID36013	Provide irrigation around main building perimeter.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36037	Fill in areas around concrete collar on storm inlet.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36038	Regrade area at front entrance.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36043	Upsize pipes and teacher parking lot to ease flooding situation.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36076	Regrade area at front of building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
11	**Highlands ES**			
	SID36014	Provide irrigation around main building perimeter.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36049	Replace kitchen underground sewer line.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36077	Install two ADA accessible ramps with truncated domes at entrance to mechanical yard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
12	**Hunters Glen ES**			
	SID36050	Remove, regrade, and replace concrete sidewalk outside of mechanical yard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36058	Remove, regrade, and replace concrete sidewalk that has sunk.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36078	Install two ADA ramps with truncated domes at ADA parking.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36079	Regrade front landscape areas at entrance to building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36080	Remove and replace two ADA ramps located outside of gymnasium.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36091	Remove, regrade, and replace concrete sidewalk.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36110	Install ADA compliant ramp with truncated dome's outside of mechanical yard.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36118	Provide fencing around extended day area.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
13	**Jones ES**			
	SID36040	Place fill and regrade to slope away from building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36041	Regrade grass area behind shot put pad.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
14	**Lake Olympia MS**			
	SID36003	Remove and replace concrete staff parking lot and drives.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36024	Power wash exterior walls.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36025	Remove and replace existing concrete sidewalk.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36097	Clean and reseal all concrete expansion joints site wide.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
15	**Lantern Lane ES**			
	SID36004	Remove and replace staff parking lot.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36015	Provide irrigation around main building perimeter.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36019	Remove and replace drive leading up to service yard.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36020	Replace main entrance sidewalks	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36031	Provide fencing around playground areas.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36081	Fill in grass areas around the building to ensure positive drainage away from building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36082	Fix curb ramps at service yard to meet ADA.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36083	Re-grade courtyard at front of school under Lantern Lane elementary sign.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36111	Install ADA compliant ramp with truncated domes at staff parking lot entry to school.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
16	**Lexington Creek ES**			
	SID36048	Remove, re-grade, and replace concrete sidewalk that has separated from top of curb and is creating a tripping hazard.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36059	Remove, regrade, and replace concrete sidewalk at door A1.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36112	Install ADA accessible ramp with truncated domes.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36113	Remove, regrade, and replace concrete sidewalk that has sunk below top of curb.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS

	SID36114	Remove, regrade, and replace concrete sidewalk that is uneven and slopes back toward building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
17	**McAuliffe MS**			
	SID36098	Clean and re-seal concrete expansion joints throughout site where needed.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36099	Expand sidewalk at front entrance area.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36115	Install ADA compliant ramp with truncated dome on side of building closest to football bleachers.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
18	**Missouri City MS**			
	SID36021	Install splash blocks underneath cow tongues located around building.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36042	Fill in area behind curbs, next to sidewalks, and other places where soil has eroded. Grade to slope away from concrete.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36045	Remove, regrade, and replace concrete pavement where subgrade has sunk.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36088	Replace or add 6' chain-link fence around track and bleachers for added security.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36100	Clean and re-seal concrete expansion joints where needed throughout site.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36116	Reset clean outs and concrete collar to grade.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
19	**Quail Valley ES**			
	SID36060	Remove, regrade, and replace truncated domes on ramp outside of door D1.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
20	**Quail Valley MS**			
	SID36026	Install additional underground storm in parking lots to help drainage and flooding.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36039	Reset concrete collar around clean out to grade.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36061	Remove, re-grade, and replace concrete sidewalk that has sunk below top of curb.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36062	Remove, re-grade, and replace concrete sidewalk that slopes back towards building.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36065	Install concrete pad below through building cow tongue on right hand side of school by drive that leads to dumpsters.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36084	Install two ADA accessible ramps with truncated domes on sidewalk at crosswalk from public street.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36101	Clean and reseal concrete expansion joints site wide where needed.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
21	**Ridge Point HS**			
	SID36027	Add sidewalk and canopy to the temporary buildings.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36044	Replace the irrigation pump adjacent to the field house.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36063	Clean and reseal concrete expansion joints where needed site wide.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36087	Remove and replace broken concrete curb outside of auditorium.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
22	**Ridgegate ES**			
	SID36001	Remove, replace, and expand existing staff parking lot.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36009	Replace wooden canopy over the exterior doors.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36016	Provide irrigation around main building perimeter.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36028	Remove and replace existing concrete sidewalk.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
23	**Schiff ES**			
	SID36102	Replace gate leading to the outdoor lunch area.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
24	**Settlers Way ES**			
	SID36002	Remove, regrade, and replace all parking lots.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36006	Expand driveway to mitigate stacking issues.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36029	Remove and replace all concrete sidewalk located outside of mechanical yard door C4, and/or C5.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36035	Provide fencing around playground areas.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36064	Remove, regrade, and replace concrete sidewalk that has sloped back towards building.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36085	Remove, re-grade, and replace concrete pavement that has sunk and hold water.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
	SID36117	Remove, regrade, and replace concrete sidewalk that has sunk for low top of curb.	EXTENDED BREAK	HOLIDAY BREAK OR SUMMER 2027
25	**Sienna Crossing ES**			
	SID36052	Remove, regrade, and replace concrete sidewalk that has sunk below top of curb.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS
	SID36086	Regrade landscape vegetation area under Sienna Crossing elementary sign on school.	AFTER HOURS OR BREAK	SUMMER 2026, HOLIDAY BREAK OR AFTER HOURS

SECTION AC
PACKAGE "A" BASE BID PROPOSAL FORM – CSP STIPULATED SUM

CSP No: CSP 26-041AL **BP** 036 - **BP Name:** Sitework Package 1

FORT BEND INDEPENDENT SCHOOL DISTRICT

Submitted by: _____

Date: _____ Phone Number: _____

Vendors are required to respond to all requests identified in the Solicitation and indicate their acceptance or objection to the terms of the Solicitation and these General Provsisions must be clearly indicated in Vendor's Solicatiation Response. No-bid is deemed non-responsive by FBISD.

Having examined Proposal and Contract Documents prepared by Fort Bend ISD and MWA Architects dated 12/12/2025 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

I. DESCRIPTION: FBISD is seeking a contractor to provide a turnkey solution for site work renovations and repairs at multiple campuses (BP036). The scope of work includes repairs to site grading, sidewalks, storm drainage, irrigation, and parking lots.

Undersigned agrees to complete the work for the lump sum amounts of:

_____Dollars
(Amount written in words governs)

$_____
(Amount in figures)

II. PROJECT TIMELINES

The District anticipates that this project will take 575 calendar days to complete. Contractor agrees the work will be substantially completed within 575 calendar days from executed contract and issuance of Notice to Proceed.

Should the Contractor anticipate **lower** calendar days to complete this project, please indicate below. The District will consider contractor proposed lower calendar days and incorporate into contract if deemed appropriate.

CONTRACTOR'S PROPOSED DAYS TO COMPLETE BP 036_____

III. LIQUIDATED DAMAGES:

The undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement Between Owner and Contractor and that the contractor will be bound thereto.

Contractor accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the work on time. Liquidated damages shall be the sum of **$1,000.00** per day for each calendar day that Substantial Completion is delayed for each project.

Further, the Contractor acknowledges that additional liquidated damages in the sum of **$250.00** per day for each calendar day shall be imposed for non-completion of punch list items and contract close-out within sixty (60) calendar days after Substantial Completion.

IV. ALLOWANCES:

Allowances are to be included in the Contractor's base bid for each project in the following amounts:

A. $Add dollar amount . Add description of allowance
B. $Add dollar amount . Add description of allowance

Contractor should include allowance and markup in the base bid. Section 3.8 of the Supplementary Conditions defines the procedures for markups.

V. UNIT PRICES – BASE BID

UNIT PRICES – FOUNDATION

A. Provide unit pricing for straight shaft drilled piers in lieu of drilled bell bottom piers –same depth as indicated on the Drawings:

01	☐24" Diameter	_____	Each (EA)
02	☐30" Diameter	_____	Each (EA)
03	☐36" Diameter	_____	Each (EA)
04	☐42" Diameter	_____	Each (EA)
05	☐48" Diameter	_____	Each (EA)
06	☐54" Diameter	_____	Each (EA)
07	☐60" Diameter	_____	Each (EA)
08	☐66" Diameter	_____	Each (EA)
09	☐72" Diameter	_____	Each (EA)
10	☐ add diameter Diameter	_____	Each (EA)
11	☐ add diameter Diameter	_____	Each (EA)
12	☐ add diameter Diameter	_____	Each (EA)
13	☐ add diameter Diameter	_____	Each (EA)
14	☐ add diameter Diameter	_____	Each (EA)

B. Provide unit pricing for auger cast piling:

01	☐14" Diameter	_____	Lin. Foot (LF)
02	☐16" Diameter	_____	Lin. Foot (LF)
03	☐18" Diameter	_____	Lin. Foot (LF)
04	☐20" Diameter	_____	Lin. Foot (LF)
05	☐24" Diameter	_____	Lin. Foot (LF)
06	☐ add diameter Diameter	_____	Lin. Foot (LF)
07	☐ add diameter Diameter	_____	Lin. Foot (LF)

08	☐ add diameter Diameter	_____	Lin. Foot (LF)
09	☐ add diameter Diameter	_____	Lin. Foot (LF)
10	☐ add diameter Diameter	_____	Lin. Foot (LF)

UNIT PRICES – SITE CONCRETE

A. Provide unit pricing for the following site concrete work:

01	☐ Add/Delete 60" Wide Sidewalks	_____	Lin. Foot (LF)
02	☐ Add/Delete Non-Traffic Concrete Flatwork	_____	Sq. Foot (SF)
03	☐ Add/Delete Med. Duty (5") Concrete Paving	_____	Sq. Foot (SF)
04	☐ Add/Delete Heavy Duty (7") Concrete Paving	_____	Sq. Foot (SF)
05	☐ Add/Delete 6" Concrete Curb	_____	Lin. Foot (LF)

UNIT PRICES – ELECTRICAL POWER

B. Provide unit pricing for the following electrical power work:

01	☐Add/Delete Contractor generated power to the site/project (in the absence of CenterPoint power availability).	_____	Per Month

UNIT PRICES – ELECTRICAL POWER

A. Provide unit pricing for the following electrical work:

01	☐ Add/Delete 120V Duplex Rec. On Nearby Circuit	_____	Each (EA)
02	☐ Add/Delete 120V Duplex Rec. On Dedicated Circuit, including 20 amp circuit breaker	_____	Each (EA)
03	☐ Add/Delete 220V Rec. On Dedicated Circuit including 20 amp circuit breaker	_____	Each (EA)
04	☐ Add/Delete Two-Way Light Switch	_____	Each (EA)
05	☐ Add/Delete Two-Way Light Switch	_____	Each (EA)
06	☐ Add/Delete J-Box with 1-1/4" Conduit stubbed to above ceiling	_____	Each (EA)

UNIT PRICES – DATA

A. Provide unit pricing for the following electrical work:

01	☐Add/Delete Data Port Wired to Nearest IDF/MDF	_____	Each (EA)

UNIT PRICES – Add Description

01	☐ add description	_____	add unit
02	☐ add description	_____	add unit
03	☐ add description	_____	add unit
04	☐ add description	_____	add unit
05	☐ add description	_____	add unit

VI. CHANGES IN THE WORK

The undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

VII. PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informalities in Receipt of Proposals.

The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been carefully checked and are submitted as correct and final; and additionally, agrees to comply with all provisions of the Proposal Form.

The undersigned CONTRACTOR proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

CONTRACTOR accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain open for sixty (60) days after the day of Proposal opening. CONTRACTOR will sign the Agreement and submit the Contract Security and other documents required by the Contract documents within ten (10) calendar days after the date of the OWNER'S Notice of Award.

In submitting this Proposal, CONTRACTOR represents, as more fully set forth in the Agreement, that:

(a) Contractor has examined copies of all the Contract Documents and of the following addenda, receipt of which is hereby acknowledged, and also copies of the Advertisement or Invitation to Submit Proposal.

_____ **ADD-01** dated _____ Total # pgs_____ **ADD-02** dated _____ Total # pgs_____
_____ **ADD-03** dated _____ Total # pgs_____ **ADD-04** dated _____ Total # pgs_____
_____ **ADD-05** dated _____ Total # pgs_____ **ADD-06** dated _____ Total # pgs_____
_____ **ADD-07** dated _____ Total # pgs_____ **ADD-08** dated _____ Total # pgs_____

(b) CONTRACTOR has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions effecting cost, progress or performance of the work and has made such independent investigations as CONTRACTOR deems necessary.

(c) This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal; CONTRACTOR has not solicited or induced any person, firm or a corporation to refrain from submitting a proposal; and CONTRACTOR has not sought by collusion to obtain for himself any advantage over any other Contractor or over OWNER.

Type of Proposer's Organization:

_____
(Corporation, Co-Partnership, Individual, etc.)

Proposer: _____
(Print or Type)

_____
Signature of Proposer

Title of Office: _____
(Print or Type)

Legal Address: _____
(Print or Type)

_____

Zip Code: _____ Tel:(_____) _____
(Print or Type)

ATTEST:

_____
(Secretary, if Proposer is a Corporation

SEAL:
(If Corporation)

SECTION AC
PACKAGE "B" ALTERNATE BID PROPOSAL FORM – CSP STIPULATED SUM

CSP No: 26-041AL **BP** 036 **BP Name:** Sitework Package 1

FORT BEND INDEPENDENT SCHOOL DISTRICT

Submitted by: _____

Date: _____ Phone Number: _____

Vendors are required to respond to all requests identified in the Solicitation and indicate their acceptance or objection to the terms of the Solicitation and these General Provisions must be clearly indicated in Vendor's Solicitation Response. No-bid is deemed non-responsive by FBISD.

Having examined Proposal and Contract Documents prepared by Fort Bend ISD and MWA Architects dated 12/12/2025 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

I. DESCRIPTION: FBISD is seeking a contractor to provide a turnkey solution for site work renovations and repairs at multiple campuses (BP036). The scope of work includes repairs to site grading, sidewalks, storm drainage, irrigation, and parking lots.

Undersigned agrees to complete the work for the lump sum amounts of:

_____Dollars
(Amount written in words governs)

$_____
(Amount in figures)

II. PROJECT TIMELINES – Refer to Section V. for the construction calendar days associated with alternates.

The District anticipates that this project will take 575 calendar days to complete. Contractor agrees the work will be substantially completed within 575 calendar days from executed contract and issuance of Notice to Proceed.

Should the Contractor anticipate **lower** calendar days to complete this project, please indicate below. The District will consider contractor proposed lower calendar days and incorporate into contract if deemed appropriate.

CONTRACTOR'S PROPOSED DAYS TO COMPLETE
BP 036_____ Base Proposal

BP 036 _____ Alternates
BP 036 _____ Base Proposal and Alternates

(Enter only if LOWER than District's proposed time)

III. LIQUIDATED DAMAGES:

The undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement Between Owner and Contractor and that the contractor will be bound thereto.

Contractor accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the work on time. Liquidated damages shall be the sum of **$1,000.00** per day for each calendar day that Substantial Completion is delayed for each project.

Further, the Contractor acknowledges that additional liquidated damages in the sum of **$250.00** per day for each calendar day shall be imposed for non-completion of punch list items and contract close-out within sixty (60) calendar days after Substantial Completion.

IV. ALLOWANCES:

Allowances are to be included in the Contractor's base bid for each project in the following amounts:

A. $Add dollar amount . Add description of allowance
B. $Add dollar amount . Add description of allowance

Contractor should include allowance and markup in the base bid. Section 3.8 of the Supplementary Conditions defines the procedures for markups.

V. ALTERNATES

Refer to Division 01 23 00 for administrative and procedural requirements of Alternates.

Alternate No. 1 Base Bid Adjustment

The undersigned agrees to complete all base bid work and adjust the final base bid lump sum amount as follows:

1. Add ☐ Deduct ☐ No Change ☐ Not Applicable ☐
2. _____ Dollars
   (Amount written in words governs)

   $_____
   Amount written in figures
3. Add ☐ Deduct ☐ No. of calendar days to adjust the Contract Time for this alternate:

   _____

Alternate No. 2 Deviations Request Form

If Bidder proposes to use any substitution or deviations from the base bid use Alternate No. 2 via the Deviations Form in section 00 21 13 Instructions to Bidders. If the owner elects to proceed with Alternate No. 2, the undersigned agrees to complete the ADDITIVE work for the lump sum amount of:

1. Add ☐ Deduct ☐ No Change ☐ Not Applicable ☐
2. _____Dollars
   (Amount written in words governs)

   $_____
   Amount written in figures
3. Add ☐ Deduct ☐ No. of calendar days to adjust the Contract Time for this alternate:

   _____

Alternate No. 3 Settler Way Stacking Renovations: Add stacking lanes parking spaces and entry aprons to the south drive as shown in drawing x-C2.0. Partial demolition of existing conditions shall be included as indicated.

If the owner elects to proceed with Alternate No. 3 the undersigned agrees to complete the ADDITIVE work for the lump sum amounts of:

1. Add ☐ Deduct ☐ No Change ☐ Not Applicable ☐
2. _____Dollars
   (Amount written in words governs)

   $_____
   Amount written in figures
3. Add ☐ Deduct ☐ No. of calendar days to adjust the Contract Time for this alternate:

   _____

Alternate No. 4 for schools Goodman Elementary School and Highlands Elementary School only: At areas indicated to receive irrigation, demolish the existing bed and salvage the landscaping plant materials along the building face to expose the existing weepholes; provide 2'-0" wide 3000 psi concrete mow strip where indicated. Re-grade area ensuring positive drainage to existing catch basins. Re-install salvaged plant materials, provide irrigation for all reinstalled planting beds. Irrigation systems shall include either Hunter or Rainbird components (do not mix) smart controllers and rain sensors. Contractor shall field locate the irrigation tap and meter.

If the owner elects to proceed with Alternate No. 4 the undersigned agrees to complete the ADDITIVE work for the lump sum amounts of:

1. Add ☐ Deduct ☐ No Change ☐ Not Applicable ☐

   _____Dollars
   (Amount written in words governs)

   $_____
2. Amount written in figures
3. Add ☐ Deduct ☐ No. of calendar days to adjust the Contract Time for this alternate:

   _____

VI. UNIT PRICES – ALTERNATE BID

UNIT PRICES – Add Description

01	☐ add description	_____	add unit
02	☐ add description	_____	add unit
03	☐ add description	_____	add unit
04	☐ add description	_____	add unit
05	☐ add description	_____	add unit

VII. CHANGES IN THE WORK

The undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

VIII. PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informalities in Receipt of Proposals.

The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been carefully checked and are submitted as correct and final; and additionally, agrees to comply with all provisions of the Proposal Form.

The undersigned CONTRACTOR proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

CONTRACTOR accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain open for sixty (60) days after the day of Proposal opening. CONTRACTOR will sign the Agreement and submit the Contract Security and other documents required by the Contract documents within ten (10) calendar days after the date of the OWNER'S Notice of Award.

In submitting this Proposal, CONTRACTOR represents, as more fully set forth in the Agreement, that:

(a) Contractor has examined copies of all the Contract Documents and of the following addenda, receipt of which is hereby acknowledged, and also copies of the Advertisement or Invitation to Submit Proposal.

_____ **ADD-01** dated _____ Total # pgs_____ **ADD-02** dated _____ Total # pgs_____
_____ **ADD-03** dated _____ Total # pgs_____ **ADD-04** dated _____ Total # pgs_____
_____ **ADD-05** dated _____ Total # pgs_____ **ADD-06** dated _____ Total # pgs_____
_____ **ADD-07** dated _____ Total # pgs_____ **ADD-08** dated _____ Total # pgs_____

(b) CONTRACTOR has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions effecting cost, progress or performance of the work and has made such independent investigations as CONTRACTOR deems necessary.

(c) This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal; CONTRACTOR has not solicited or induced any person, firm or a corporation to refrain from submitting a proposal; and CONTRACTOR has not sought by collusion to obtain for himself any advantage over any other Contractor or over OWNER.

Type of Proposer's Organization:

_____
(Corporation, Co-Partnership, Individual, etc.)

Proposer: _____
(Print or Type)

_____
Signature of Proposer

Title of Office: _____
(Print or Type)

Legal Address: _____
(Print or Type)

_____

Zip Code: _____ Tel:(_____) _____
(Print or Type)

ATTEST:

_____
(Secretary, if Proposer is a Corporation

SEAL:
(If Corporation)

FBISD
INSPIRE•EQUIP•IMAGINE

Exhibit A

FORT BEND I.S.D. CONSTRUCTION BOND & INSURANCE REQUIREMENTS

It is suggested that this Exhibit be provided to the Contractor's insurance provider.

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

Bonds Required

Construction, installation and service contracts (including repair and alteration) exceeding $100,000 requires that a 100% Performance Bond be furnished by the successful bidder (contractor). Contracts exceeding $25,000 require that a 100% Payment Bond be furnished by the successful bidder (contractor). All such bids must include a 5% Bid Bond.

Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- X and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall be responsible for obtaining bonds and shall absorb any and all costs of such Bonds.

Insurance Required	**Limit Required**
Automobile Liability insurance covering Any Auto	$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	$1,000,000 Occurrence $2,000,000 Aggregate $1,000,000 Personal Injury $ 500,000 Fire Damage $ 5,000 Medical Payments Per Project Aggregate (CG 70 49) Evidence of coverage must be shown on certificates of insurance.
Professional Errors & Omissions Liability insurance may be required from all contractors and licensed or certified as professionals; e.g., engineer architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	One time project amount; $1,000,000 Occurrence & Aggregate minimum, $5,000,000 Maximum Limit Retroactive Date preceding date of contract must be shown Extended Reporting Period three years past completion of contract
Workers Compensation insurance with limits to comply with the requirements of the Texas Worker Compensation Act Employers Liability insurance	Statutory Limits $1,000,000
Umbrella or Excess Liability insurance (excess of primary General Liability, Automobile Liability and WC Coverage B) Applicable to minimum contract amounts **of $100,000**	100% of Contract Amount up to a maximum of $25,000,000. For construction contracts in excess of $25,000,000 higher limits may be required.

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

All Risk Builders Risk Property Insurance shall be required for all construction contracts when property of the owner is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)	Contract Limit or Replacement Cost Value of Scope of Work whichever is greater Permission to Occupy granted Deductible: 1% of contract, $50,000 maximum, unless otherwise approved by the Owner.

Insurance Conditions

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number
2. A 30 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

FORT BEND Independent School District
C/o Director – Design & Construction Department
2323 Texas Parkway
Missouri City, TX 77489

BONDING CAPACITY CERTIFICATION LETTER

OWNER
Fort Bend Independent School District
555 Julie Rivers Drive
Sugar Land, TX 77478
281-634-1803

CONTRACTOR
Firm Name .....
Address .....
City, State, Zip Code .....
Phone .....

This letter serves as a certified statement that the Surety Company's authorized bonding capacity for the referenced Contractor will not be exceeded by the inclusion of Contractor's submitted proposal for FBISD's CSP _____, Title of CSP _____.
The present limits on bonding for the referenced Contractor are as follows:

$ ..... each occurrence.
$ ..... Aggregate

Percentage of bonding capacity expended with inclusion of FBISD's CSP _____, Title of CSP ……..%
Amount of ALL projects that the Contractor is currently preparing bid/proposals and/or have not yet been awarded: $.....
(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.,)

Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by certificate of authority issued by the State of Texas Division of Insurance and that they are rated as follows:

A.M. Best Rating: .....

Financial Size Category .....

Notes: This is the <u>only</u> acceptable format for the Surety's Bonding Capacity Certification Letter.

This statement must be notarized (on an original document with an embossed stamp).
Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name .....
Address .....
City, State, Zip Code .....

Authorized Signature: .....
Date: ...../...../.....

ACKNOWLEDGMENT

State of _____

County of _____

Subscribed and sworn to before me this
_____***day of*** _____ ***2024***

My Commission Expires _____

(Notary Seal)

FORT BEND INDEPENDENT SCHOOL DISTRICT

GENERAL PROVISIONS

For Purchasing Solicitations and Contracts

July 1, 2023

The following General Provisions are issued in accordance with the laws, rules, and policies set forth through the Texas Education Code, Chapter 44, and Fort Bend Independent School District (FBISD or "District") policy and may be amended as required by FBISD. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior to responding to a FBISD Solicitation. Any exceptions to or failure to follow these General Provisions unless otherwise directed within the Solicitation, may be cause for a Vendor's Solicitation Response to be deemed non-responsive and disqualified by FBISD. These General Provisions will take precedence over the terms and conditions within the Solicitation when they are in conflict unless specific exception is noted within the Solicitation.

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FORT BEND INDEPENDENT SCHOOL DISTRICT
GENERAL PROVISIONS

Reference Document Version
Effective Date of July 1, 2023

PART I

DEFINITIONS, TERMS AND ACRONYMS

The following terms may be found in this document or may be used in the normal operations of the District's Purchasing Department.

Term	Definition
Addendum	A document that has been issued by the District that has made material changes, modifications, or deletions of information or specifications of a Solicitation.
Agreement/ Contract	A contract that has been agreed upon and signed by both the District and the Vendor.
Bid	Vendor's response to a Request for Bid or RFB. The term may be used to represent all types of solicitations.
Buyer	The Buyer (FBISD Buyer) is the District's approved business representative for all matters of solicitation, evaluation, award, and administration of a Contract Award. There will be only one appointed Buyer at any time for each purchasing action. Vendors shall address all business/contract issues about a Contract Award to the Buyer.
Alternate or Substitute	A good or service substituted for another by a Vendor with approval of the FBISD Buyer.
Conflict of Interest	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships exist which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under a proposed or existing Contract; or any other facts that exist which may cause the District, at its sole discretion, to determine during the Solicitation or the performance of an existing Contract that the Vendor obtained an unfair competitive advantage favoring the interest of the Vendor or any person with whom the Vendor has or is likely to have a personal or business relationship. Conflicts of interest are further defined in FBISD policy and state law.
Contract Award	The acceptance of a Quote, Bid, Proposal or Offer; a Purchase Order, District Contract Agreement, or other formal notification of award issued by an authorized District official.
Contract Documents	A set of documents that create an Agreement that has been agreed upon and signed by both the District and the Vendor. Contract Documents shall include, without limitation, these General Provisions, the Contract, Purchase Orders, and Service Contracts

Contract Term	The length of time a Contract or Agreement will be available for use by the District.
Contractor	The Vendor(s) who receive a Contract Award for a specific Solicitation.
Debarment	Action taken by the District which prevents a Vendor from participating in the solicitation process for a period of time, usually as a result of improper business practices on the part of the Vendor.
Deliverable	Goods or services which are required by a Contract Award to be provided to the District by a Vendor.
Discount Contract	An awarded Contract where pricing is based on a firm-fixed discount from a Vendor's published price list, priced catalog, or other document that is published for the majority of the Vendor's customers.
District	FBISD
District Business Day	Days the District is officially conducting business (excludes weekends, District observed holidays, etc.).
District Web Site	The official District web site, available at http://www.fortbendisd.com
FBISD	Fort Bend Independent School District
Line-Item Contract	An awarded Contract where goods or services are specified and individually priced.
Notice of Award	A formal, written document issued by an authorized official of the District's Purchasing Department informing a Vendor that it has been selected for the Contract Award based on its Solicitation Response.
Offer	Term used in conjunction with or in place of a Vendor's Solicitation Response.
Professional Services Contract	A Contract awarded for performance of technical, professional, and/or unique services by Vendors which are typically licensed such as medical or medical arts professionals, architects, engineers, or lawyers, as described in Texas Education Code 44.031(f).
Proposal	Vendor's response to a Request for Proposal (RFP).
Purchase Order	Formal order for goods, materials and/or services from a Vendor; a binding commitment for the District to remit payment to the Vendor after the specified goods and/or services, and an invoice for the same are received by the District.
Quote	Vendor's response to a Request for Quote.
RFB	Request for Bids. Solicitation method used for acquiring goods or services for one-time purchases or establishing Term Contracts for acquiring goods or services with aggregate values of $50,000 or greater. This solicitation method is formal, and a legal notice is published at time of issuance. This purchasing method is normally used to establish annual contracts for District-wide goods or services, or major one-time purchases. Award is based on Best Value Determination.
CSP	Request for Competitive Sealed Proposal. Solicitation method used primarily for construction projects. Allows for the use of the formal evaluation process and uses the Best Value Determinations for an award. Negotiations are allowed prior to the award.
RFO	Request for Offer. Solely for technology purchases such as those issued through the State of Texas / Department of Information Resources (DIR) procurement processes. May also be used for sale or lease of property belonging to the District.

RFQ	Request for Quote. Used for small dollar purchases valued at less than $50,000. Solicitation method is typically informal (e.g., phone, fax or email) and solicitation requirements are minimal (no advertisement, minimal response time, etc.). May be used for one-time purchases, or to establish low-dollar Term Contracts. May also be used to compare contract pricing from several different contract vehicles such as cooperatives.
RFP	Request for Proposal. Solicitation method used to acquire highly technical, negotiated goods or services. Standard RFPs will allow for evaluations based on specific criteria established within the RFP. Used primarily for higher dollar valued purchases but may be used for smaller purchases where requirements warrant this Solicitation method. Negotiations are allowed prior to the award.
School Business Days	Days the District is officially conducting school (excludes weekends, District observed holidays, etc.)
Service Contract	An awarded Contract for performance of a service by a Vendor for a specified period of time.
Solicitation	General term used to refer to an RFB, CSP, RFO, RFQ or RFP.
Solicitation Response	Vendor's response to an RFB, CSP, RFO, RFQ, RFP or other Solicitation issued by the District
Solicitation Tabulation	Official tabulation of Solicitation Responses, issued by the Purchasing Department after Contract Award.
Subcontractor	Company or business that has contracted with the prime contractor for performing services for the District. The prime contractor is responsible to the District for the work performed by its subcontractor(s). No contract will exist between the subcontractor and the District.
Term Contract	An awarded Contract for delivery of goods or performance of services by a Vendor for a specific period of time.
Vendor	Bidder, Vendor, Offeror, Proposer, or Contractor.
Vendors of Record	The compiled bid list of Vendors for a specific Solicitation, that is to include Vendors that were selected to receive the Solicitation or have notified the District that they have an interest in the Solicitation and are added to the initial list of Vendors.

PART II

SOLICITATION INFORMATION AND INSTRUCTIONS

---

1. **DISTRICT OVERVIEW**
   1.1. Fort Bend Independent School District spans over 170 square miles and is located in the northeast part of Fort Bend County, just southwest of Houston and Harris County. FBISD encompasses the incorporated cities of Missouri City, Sugar Land, Arcola, and Meadows Place, a small portion of Houston, and the communities of Clodine, DeWalt, Rosharon, and Fresno.
   1.2. The District currently has eighty two (82) plus campuses and multiple other sites for administration, athletics, agriculture, and support services.
2. **TYPES OF CONTRACTS** Each Solicitation will identify the type of Contract being advertised. One of the following contracting methods will typically be used, but FBISD reserves the right to use any contracting method it deems to be in the best interest of the District:
   2.1. ***Firm-Fixed Price***
      2.1.1. Prices shall be firm fixed for the term specified in the Contract, and all extensions exercised by the District.
      2.1.2. No increases will be allowed during the Contract term.
      2.1.3. Price decreases are acceptable at any time during the term of the Contract.
   2.2. ***Fixed-Price with a Price Adjustment Allowance***
      2.2.1. Prices shall be firm for a term specified in the Contract.
      2.2.2. Prices can be adjusted based on escalation provisions as identified in the Contract.
      2.2.3. The District reserves the sole right to evaluate the applicability of any price adjustment and accept or reject any formula included in any Solicitation Response or accept or reject any Solicitation Response containing a price adjustment proposal.
      2.2.4. FBISD recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once each quarter (3-month period).
      2.2.5. A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing. FBISD will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the FBISD may entirely reject the request or may counter with revised pricing. In either case the FBISD will provide a written explanation in support of the decision. The Director of Procurement Services may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.
      2.2.6. In the event industry costs decline, FBISD shall have the right to request to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. FBISD will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.
   2.3. ***Firm-Fixed Discount Percentage, Discount-from-List, or Cost Markup-From-List***
      2.3.1. Discount or cost mark-up shall be firm fixed for the period specified in the Contract, but prices may vary based upon changes in a District approved price list or other pricing document, by the method and frequency as identified in the Contract.
      2.3.2. Used when the pricing is based on a discount or a cost-plus mark-up percentage from an established, publicly recognized price list.
      2.3.3. Prices shall be from a current Vendor’s price list or a cost-plus percentage add-on to a Vendor's distributor/producers price list.
      2.3.4. Vendor's price list shall be the current price list published and available to and recognized by the trade. A price list specially prepared for a given Solicitation will not be accepted. FBISD, in its sole discretion, shall determine the acceptability of such price lists.

2.3.5. Unless otherwise indicated within the Solicitation, the period of acceptance shall be no earlier than one-twenty (120) District Business Days from receipt and approval.

2.3.6. In order for a price list to be changed, if permitted by the Contract terms, a new or amended price list must be submitted to the District's Purchasing Department by the Vendor and approved in writing by the FBISD Buyer within the Contract time specified prior to the requested price change. Otherwise, the last FBISD approved price list remains in effect until such time that FBISD approves the price change. Price changes will not be approved without vendor's documentation supporting cause for increase.

2.3.7. All prices and discount percentages in Vendor's response shall be firm for the term of this Contract. All price changes for products and/or services provided under this Contract must be approved, in writing, by FBISD prior to taking effect and in the same format as was accepted in Vendor's original response.

2.3.8. If the Solicitation includes the option to extend for additional year(s), price increases for each additional year may be negotiated not to exceed the Consumer Price Index (CPI) in the FBISD area at the time of renewal. Prices may be negotiated to prices below the current pricing.

2.3.9. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers.

2.3.10. Prices for this type of Contract cannot be increased during the first year of the contract. For periods beyond year one, prices cannot be increased for 30 days after the Contract renewal commences unless otherwise specified in the Solicitation. Price reductions shall be offered immediately upon becoming available to a Vendor at any time after award.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact if any

All price decreases shall be allowed for all products and/or services.

2.3.11. ***Pricing, Purchase Orders, Invoices, and Payments***

If pricing for products or services available under this Contract are provided at a lower price to an eligible Customer who is not purchasing those products or services under this Contract or any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers under this contract for a quantity of one (1) under like terms and conditions and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

3. **CONFLICT OF INTEREST**

3.1. ***Disclosure of Certain Relationships with Local Government Officials***

3.1.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with FBISD must file a Vendor Conflict of Interest Questionnaire with the FBISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, and in the event that a conflict arises, no later than the 7th business day after the recipient becomes aware of facts that require filing.

3.1.2. This requirement applies to a person who is an agent of a vendor in the Vendor's business with the District. The Texas Ethics Commission's website at: www.ethics.state.tx.us/data/forms/conflict/CIS.pdf

3.2. ***Employee***

3.2.1. Pursuant to FBISD Policy CH (Local) Purchasing and Acquisition, and DBD (Local) Employment Requirements and Restrictions, all Vendors must disclose the name of any FBISD employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches.

3.2.2. Failure to provide such conflict-of-interest information may be grounds for disqualification of the Solicitation Response or cancellation of a contract resulting from this Solicitation.

3.2.3. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process.

4. **SOLICITATION PRICING** Solicitation prices must be firm for one hundred twenty (120) days from Solicitation

opening/bid closing date until award unless otherwise specified in the Solicitation.

5. **QUANTITIES** Any quantities listed within the Solicitation are a close approximation based on requirements and available funds, but FBISD reserves the right to purchase more or less than the estimated quantities, at the current Contract price, for the term of the agreement unless otherwise specified in the Solicitation. Unless otherwise agreed in writing, FBISD will engage Contractor on an "as needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of Services.
6. **REQUEST FOR EXPLANATION / INTERPRETATION**
   - 6.1. Any explanation desired by a Vendor regarding the meaning or interpretation of this Solicitation must be submitted in writing to the Buyer identified in the Solicitation in accordance to the Solicitation instructions , in order to allow a response to all interested Proposers before the submission of a bid.
   - 6.2. The District has provided an email address or method of communication intended for interested Proposers to direct requests for clarification, interpretations, and/or questions of current Solicitations in each respective solicitation.
   - 6.3. All requests must include all contact and Solicitation information to be considered. Failure to provide this information may delay a response from the District. Any interpretations, corrections, additions, or changes to the Solicitation will be communicated to all interested Vendors though the issuance of an Addendum. It is the responsibility of the Vendors, prior to submitting their Solicitation Response, to determine whether an Addendum has been issued. All Vendors shall comply with the requirements specified in any Addendum(a) issued by the District.
   - 6.4. Once a request is received, a notification of receipt by the District will be forwarded to the Vendor's contact email address.
7. **DELIVERY TERMS**
   - 7.1. All goods or products included in the Solicitation shall be F.O.B. ("Free on Board") destination full freight allowed, unless otherwise indicated within the Solicitation.
   - 7.2. All goods or products will be considered full freight prepaid and allowed and included in the unit price.
8. **SUPPLIER DIVERSITY INITIATIVE** The FBISD Supplier Diversity Initiative (SDI) ensures that the District will use its best efforts to encourage small businesses to participate in current and future purchasing of all goods and services.
   - 8.1. ***Program Definitions***
     - 8.1.1. *"Small Business"* is defined as a business entity which is independently owned and operated, and which is not dominant in its field of operation. The business employs less than 50 employees and/or has less than $3 million in annual business volume from this local operation.
   - 8.2. ***Certification***
     - 8.2.1. Any business wishing to be identified by FBISD as a small business shall be certified as such by the:
       - 8.2.1.1. Port of Houston Authority SBE Certification.
       - 8.2.1.2. Metropolitan Transit Authority of Harris County (METRO) SBE Certification.
       - 8.2.1.3. City of Houston SBE Certification; or
       - 8.2.1.4. Small Business Administration - SBA 8A (if authorized by the District for a particular procurement).

9. **SAMPLE REQUIREMENTS**
   - 9.1. The District may require a sample of a product at any time for evaluation and testing, from a Vendor participating in a Solicitation process or a Vendor supplying items to the District under contract.
   - 9.2. The Vendor should not submit a sample with the Solicitation Response unless directed to do so.
   - 9.3. ***Request of Sample***
     - 9.3.1. If it is determined that a sample is required as part of the Evaluation Process, the requirement will be issued in writing to the Vendor by the Buyer.
     - 9.3.2. Samples must be received by the District's Purchasing Office by the deadline established in the Buyer's written notification.
     - 9.3.3. A representative sample of the item(s) offered must be provided. Award recommendations will be based on samples and any future items ordered will be of the same quality and grade of the sample submitted.
     - 9.3.4. The Vendor will cover all costs in shipping and providing the sample product to the District.
     - 9.3.5. Failure to provide a requested sample may disqualify the Vendor from further consideration in

award of the associated Solicitation item.

9.3.6. If a sample is found to not meet the Solicitation specifications or the intended purpose of the product, the associated Solicitation item will be disqualified.

9.4. ***Sending of Samples***

9.4.1. If a sample is required by the District, samples must be clearly marked with the following information:

9.4.1.1. The word "Sample" in large print;

9.4.1.2. The name of the company submitting the sample; and

9.4.1.3. The number and title of the Solicitation or Contract.

9.5. ***Return of Samples***

9.5.1. Unless specifically requested, all samples provided shall become the property of FBISD.

9.5.2. If the sample is required by the Vendor to be returned, any and all costs associated with the return of the sample will be the responsibility of the Vendor. FBISD shall not be liable for any damage to the sample.

PART III
SOLICITATION RESPONSE

1. **PREPARATION OF A SOLICITATION RESPONSE** In preparation of a Solicitation Response, each Vendor shall:
   - 1.1. Furnish all information required by the Solicitation by the due date and time.
   - 1.2. Authorized Signature
     - 1.2.1. Solicitation Responses must be signed and/or submitted only by individuals who have been given authority to bind the Vendor under contract.
   - 1.3. Have all erasures or other changes initialed by the signer of the Solicitation Response.
   - 1.4. Solicitation Responses submitted on other forms or with different terms or provisions may be deemed non-responsive by FBISD and disqualified.
   - 1.5. Unless otherwise instructed by the Solicitation, Vendors shall submit the lowest and best price, F.O.B. destination, freight prepaid and allowed, on each item, including packaging and transportation.
   - 1.6. An unsigned Solicitation Response will be deemed non-responsive by FBISD and disqualified. Solicitation Responses cannot be signed after the Solicitation opening time even though the Vendor or a representative is present at the Solicitation opening.
   - 1.7. By submitting a proposal vendor you are acknowledging that you agree to the terms and conditions of the proposal and incorporated here by reference. An unsigned Solicitation Response will be deemed non-responsive by FBISD and disqualified. Solicitation Responses cannot be signed after the Solicitation opening time even though the Vendor or a representative is present at the Solicitation opening.
   - 1.8. By submitting a proposal vendor agrees to any Terms & Conditions of this solicitation and in case of
   - 1.9. conflict with other documents provided by the vendor, these Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
   - 1.10. All Solicitation Responses and accompanying samples or documents of any kind become the property of FBISD and are subject to the Texas Public Information Act The District will be under no obligation to return any part of a Solicitation Response to a Vendor.
2. **ADDENDA**
   - 2.1. Should an addition or correction become necessary after a Solicitation is issued, an Addendum or notice of the availability of such an Addendum will be posted on the District e-bidding Web Site https://fortbendisd.bonfirehub.com/portal/openOpportunities. Vendors of Record with FBISD are those Vendors having received a copy of the initial Solicitation or notice of the availability of a copy on-line.
   - 2.2. Vendors who do not submit a Solicitation response without receipt of all Addenda issued, may be deemed non-responsive by FBISD, and disqualified.
   - 2.3. Vendors shall acknowledge an Addendum by returning the Addendum in a separate response, or with the Solicitation, or by physically noting the change or addition on the Solicitation Response with a notation acknowledging the Addendum.
   - 2.4. Failure to return or acknowledge an Addendum may be deemed non-responsive by FBISD and result in disqualification.
3. **BRAND NAME AND PRODUCT NUMBER REFERENCE**
   - 3.1. If applicable to the Solicitation, the use of referenced brand/stock numbers in a Solicitation are for brevity in establishing minimum specifications and are not intended to be restrictive.
   - 3.2. “Buyers approved equal” indicates that the District will consider other manufacturer’s product that meets or exceeds the published specifications. The District shall make the final determination of acceptable substitutions.
   - 3.3. Unless no exception is made to the reference manufacturer’s product, the alternate manufacturer, trade and/or brand name and number must be indicated for each item bid. The Bidder will be required to forward any illustrations that render its equivalency. Any additional specifications must reference the line-item number that it corresponds to.
   - 3.4. Products of inferior quality will be rejected.
   - 3.5. If the bid space is left blank, the District will consider it a ‘no bid’.
4. **ATTACHMENTS**
   - 4.1. Vendors may include attachments to describe goods or services being offered and/or to exhibit that products offered meet all written specifications; however, Vendors shall not submit samples unless requested to do so.
   - 4.2. Page and paragraph numbers shall properly reference each page of an attachment in the Solicitation

Response.

4.3. The name of the Vendor submitting the attachment shall also be prominently displayed on each page of the attachment.

4.4. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the Solicitation Response in writing and specifically incorporated into the resulting contract.

4.5. **WARNING:** ***Any added terms or conditions may result in disqualification of a Solicitation Response, e.g., Solicitation Reponses subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, waiver of immunities, change in venue, etc.***

5. **SITE VISITATION**

5.1. The Vendor shall be responsible for fully understanding the scope of the Solicitation, and if considered applicable to the goods or services being solicited, the District recommends that Vendors visit the FBISD site and examine the space and/or equipment to be serviced. Vendors shall obtain prior FBISD Buyer approval for any site visit.

5.2. Pre-submittal conferences may be established by the District to allow Vendors access to the associated facility.

5.3. The prospective Vendor shall carefully examine the venue(s), specifications, and requirements.

5.4. If necessary, Vendors shall secure additional information from the FBISD Buyer that may be requisite to a clear and full understanding of the work.

6. **REFERENCES**

6.1. If required in the Solicitation, the Vendor is to submit references that have contracted with their company to provide like products or services. It is recommended that the Vendor include school districts or other local government organizations similar to FBISD in size and structure as references, if possible. References should include the company name, address, contact name, phone number and email address.

6.2. The District reserves the right to use the results of the reference check in the evaluation process, including information obtained from references other than those identified by the Vendor. A negative reference or references may cause a Solicitation Response to be rejected.

7. **CERTIFICATIONS AND REPRESENTATIONS**

7.1. The Vendor shall complete, sign and provide all documents as required by the Solicitation. Document must be signed by an authorized representative who may legally bind the company and is to be included with the Solicitation Response for the response to be considered. Failure to sign and submit required documents may disqualify the Solicitation Response

7.2. Based on the type of Solicitation, the forms that may be required are:

7.2.1. Felony Conviction Notice. State of Texas Education Code, Section 44.034 requires that a person or business entity (excluding publicly held corporations) that enters into a Contract with the District give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony.

7.2.2. Proposal Submission Form (Proposals only).

7.2.3. Conflict of Interest Disclosure. Prior to and as a condition of doing business with FBISD, Vendor shall complete a Conflict-of-Interest Disclosure Form, and shall disclose any business relationship, past or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may disqualify the Solicitation Response or be grounds for termination of an award or agreement.

7.2.4. Relationships with Foreign Entities.

7.2.4.1. In accordance with Texas Government Code Chapter 2252, Subchapter F, Vendor shall certify 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, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

7.2.4.2. Vendor shall certify, pursuant to Texas Government Code Chapter 2270, neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of any award or agreement.

7.2.5. W-9 Certificate. The Vendor is required to register in Bonfire and upload a copy of a W-9 Vendor Identification Number Certificate to expedite the payment process if awarded a Contract. A copy of the form can be found at https://www.irs.gov/forms-pubs/about-form-w-9.

7.2.6. If you have previously submitted your W9, you are required to submit an updated version if there are

any changes.

7.2.7. Suspension and Debarment Certification
7.2.8. EDGAR Certifications
7.2.9. Data Protection Addendum This document is required for Solicitations that involve the District's data
7.2.10. Vendor ACH/Direct Deposit Authorization Form will be requested if awarded a Contract.
7.2.11. Certification Regarding Lobbying
This certification is a prerequisite for making or entering into a transaction imposed by Section 1352, Title 31, US Code.
7.2.12. Certificate of Residency
Texas Education Code Chapter 2252, Subchapter A addresses non-resident contractors. As a result, Fort Bend ISD obtains this form as part of the Solicitation Response to determine the residency of its proposers.

8. **SUBMISSION OF SOLICITATION RESPONSES**
8.1. A Solicitation Response shall represent a true and correct statement and shall contain no cause for claim of omission or error.
8.2. If directed by the Solicitation, the Vendor shall provide any and all certifications, forms, and documents as stated within the Solicitation.
8.3. Responses
8.3.1. Solicitation Response must contain:
8.3.1.1. The signed proposal document page of the Solicitation;
8.3.1.2. Specification documents, if applicable;
8.3.1.3. The certifications and representations as applicable;
8.3.1.4. Any additional documents required by the Solicitation.
9. **WITHDRAWAL OF A SOLICITATION** Any Vendor who, in FBISD's sole discretion, is extended the privilege of withdrawing a Bid because of having proven mechanical error in the Solicitation Response may not be considered for an Award on similar items for a length of time deemed appropriate by the District, usually considered to be one (1) year or longer.
10. **SOLICITATION RESPONSE CERTIFICATION** By signing and submitting a Solicitation Response, the Vendor certifies and represents to FBISD that:
10.1. The Solicitation Response has been reviewed by an authorized representative of the company or firm submitting the bid, proposal, offer or other Solicitation Response document.
10.2. The Vendor's firm or any of its individuals have not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham Solicitation Response or bid or to refrain from responding to the Solicitation, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix its Solicitation Response price, or that of any other vendor, or to fix any overhead, profit or cost element of said Solicitation Response price, or of that of any other Vendor, or to secure any advantage against FBISD or any person interested in the Solicitation, and that all statements in its Solicitation Response are true;
10.3. The contents of the Solicitation Response as to price, terms and conditions or other details of the Solicitation Response have not been communicated by the Vendor or by any employee or agent to any other person engaged in this type of business prior to the official opening of the Solicitation; and
10.4. Vendor has read and understands the Solicitation and these General Conditions (including without limitation, the Contract Terms, Conditions, and Requirements set forth in Part V, below).
11. **LATE SOLICITATION RESPONSES**
11.1. Late Solicitation Responses, or components of a solicitation response, will **NOT** be considered under any circumstances.
11.2. A Solicitation Response will be considered late if the Solicitation Response is not received at the Purchasing Department Solicitation Response Desk by the deadline provided in the Solicitation.
11.3. The Purchasing Department will not be responsible for, and no allowances will be made for, misrouting of a Solicitation Response within the District, delays caused by the Post Office, technical delays or problems, courier services, or any other delays.
11.4. The official deadline date and time is determined by the Purchasing Department.
12. **THE DISTRICT IS TAX-EXEMPT**

12.1. FBISD is tax-exempt. Proposal prices should not include taxes.

13. **OPEN RECORDS POLICY**

13.1. FBISD is a governmental body subject to the Texas Public Information Act. Solicitation Responses submitted to FBISD as a result of this Solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its Solicitation Response, or parts of its Solicitation Response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the Solicitation Response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. FBISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendor.

14. **INTERPRETATION**

14.1. A Solicitation represents the basis for any Award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted Solicitation Responses should be self-explanatory and should not require any clarification or additional information.

15. **SOLE SOURCE**

15.1. In order to become a Sole Source Vendor, a Vendor must meet the requirements of Texas Education Code § 44.031(j) Sole Source, as described below.

15.1.1. Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

15.1.1.1. Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly

15.1.1.2. Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment.

15.1.1.3. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

15.2. It is incumbent upon the District to obtain and retain documents from the Vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with FBISD as a Sole Source Vendor, FBISD must receive a notarized Sole Source Affidavit along with proof of Vendor's company qualifying as a sole source.

16. **GENERAL CORPORATE AND CONTACT INFORMATION**

Vendors are required to attach all the following in the Solicitation Response:

- Describe the company's official registered name and its principals.
- Provide a brief history of the company, including the year it was established.
- Provide the company's organizational chart.
- Provide the company's Dun & Bradstreet (D&B) number.
- Provide a description of the company's relevant market and the company's position within it.
- State whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state.
- Vendor agrees to provide the District with the following financial information if requested by FBISD at any point during the procurement process, including before or after contract award: If public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the Vendor's audited financial statements for the past two years (if available). A Vendor's failure to provide this financial information may impact the FBISD administration's recommendation to the FBISD's Board of Trustees for the award of the contract.

PART IV

SOLICITATION EVALUATION AND AWARD

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1. **RESERVATIONS** The District expressly reserves the right to:
   1.1. Waive minor deviations from specifications, if the District determines that overall cost of the goods or service will be lower and the overall function is improved or not impaired;
   1.2. Waive any minor informality or deficiency in any Solicitation procedure;
   1.3. Accept, reject, or negotiate modifications in any terms of a proposed Vendor's Solicitation Response, or any parts thereof;
   1.4. Waive any formalities or technicalities if deemed in the best interest of the District;
   1.5. Reject any or all Solicitation Reponses;
   1.6. Cancel the Solicitation;
   1.7. Reissue a Solicitation;
   1.8. Extend the Solicitation opening time and date, the Contract Award date, or both;
   1.9. Specify approximate quantities;
   1.10. Increase or decrease the quantity specified in the Solicitation;
   1.11. Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District;
   1.12. Procure any goods or services by other means;
   1.13. Purchase no goods or services;
   1.14. Award one or more contracts, in part or in whole, to a single or to multiple prospective Vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with FBISD. FBISD may make multiple awards, and this fact should be taken into consideration by each Vendor;
   1.15. Award contracts for individual products or services as may appear advantageous;
   1.16. Negotiate separately in any manner necessary to serve the best interests of the District; and
   1.17. Be sole judge of quality and equality.
   1.18. FBISD assumes no financial responsibility for any costs incurred by prospective Vendors in developing and submitting a Solicitation Response, participating in bid conferences (if any), participating in any negotiation sessions or discussions, or any other costs incurred by Vendors prior to award of a contract pursuant to any Solicitation.
2. **COMPETITIVE SELECTION USING BEST VALUE**
   2.1. ***Solicitation***
      2.1.1. All formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b).
      2.1.2. The Solicitation will usually indicate the criteria and ranking to be used to determine Best Value. In the absence of criteria in the Solicitation, the criteria in 2.1.3 will be used.
      2.1.3. In determining Best Value the District will consider any or all of the following:
         2.1.3.1. Purchase price;
         2.1.3.2. Reputation of the Vendor and of the Vendor's goods or services;
         2.1.3.3. Quality of the vendor's goods or services;
         2.1.3.4. Extent to which the goods or services meet the District's needs;
         2.1.3.5. Vendor's past relationship with the District;
         2.1.3.6. Total long-term cost to the District to acquire the Vendor's goods or services;
         2.1.3.7. Any other relevant evaluation criteria specifically listed in the Solicitation;
   2.2. ***Award***
      2.2.1. Award will not necessarily be made to the Vendor submitting the lowest priced offer.
      2.2.2. After Solicitation Responses are received, FBISD may make an Award or Awards without discussion with any Vendor. FBISD reserves the right to conduct interviews, oral presentation, negotiations if applicable, or any other requirements deemed appropriate with only one, with some, or with all Vendors, in compliance with applicable procurement laws. Solicitation Responses should, therefore, be submitted on the most favorable terms.
3. **EVALUATION** The District will evaluate all Solicitations based on the following procedures:
   3.1. ***Objective*** Objective evaluation is:

3.1.1. Based on a set of pre-determined criteria using formulas and/or sets of ranges; and
3.1.2. By normal District processes, does not include an evaluation team.

3.2. ***Subjective*** Subjective evaluation is:
3.2.1. Based on a set of pre-determined criteria; and
3.2.2. By normal District processes, includes the use of an evaluation team to determine the scoring.

4. **AWARD OF CONTRACT**

4.1. FBISD will indicate acceptance of a Vendor's Solicitation Response by issuance of a Purchase Order, Contract, or other form of Notice of Award to awarded Vendor(s) at completion of the evaluation of Solicitation Responses and upon approval by the Board of Trustees.

4.2. If the Contract is issued in the form of a Purchase Order, the Purchase Order together with any other documents which the FBISD Buyer has attached and/or referenced as part of the Purchase Order, constitutes an offer by the FBISD Buyer to purchase from the Vendor the goods and/or services indicated, subject to these General Provisions. The Purchase Order, together with these General Provisions, and their attachments and/or referenced documents, is the sole and complete Contract between the District and Vendor with respect to the goods and services ordered and supersedes all prior oral and written understandings. No additional terms or modifications to the Purchase Order proposed by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District. The FBISD Buyer's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions or an approval of the terms.

4.3. Acceptance of the Purchase Order is conditional on Vendor's consent to the terms and conditions in these General Provisions. FBISD expressly objects to and rejects any terms or conditions in addition to or different from those contained in these General Provisions, whether previously or hereafter proposed in any form from Vendor unless the FBISD Buyer has expressly agreed to them in writing. By submitting a Solicitation Response to the District to provide goods or services, Vendor acknowledges receipt and willingness to accept all terms and conditions contained in these General Provisions.

4.4. ***Order of Precedence***

4.4.1. If a formal Contract, Agreement or Purchase Order is issued, the terms and conditions of the Contract shall be governed in the following order of importance/precedence:

4.4.1.1. The formal Contract, Agreement, or purchase order;
4.4.1.2. These General Provisions;
4.4.1.3. Any Addenda to the Solicitation submitted prior to the opening of the Solicitation;
4.4.1.4. The original Solicitation;
4.4.1.5. The accepted portions of the Vendor's Solicitation Response; and
4.4.1.6. Any subsequent contractual documents agreed upon by both parties.

4.4.2. Failure to accept this obligation may result in the cancellation of any award;

4.4.3. Any damages suffered by the District as a result of the Vendor's failure to Contract shall be recovered from the Vendor.

4.5. ***Partnership and/or Subcontracting*** If the Vendor has joined with one or more business partners or is Subcontracting any work to respond to the Solicitation, FBISD reserves the right to:

4.5.1. Reject the Vendor's offer based on that/those partnerships(s) and/or Subcontractors.

4.5.2. Accept, at its option, subsequent offers with new partnership(s) and or Subcontractors, should the Subcontracting Vendors in the initial offer be unacceptable for any reason.

4.6. ***Multiple Vendors*** FBISD reserves the right to award Contracts to multiple Vendors if such Vendors offer items that are unique and have value to FBISD.

4.7. ***Formation of Contract*** A response to a Solicitation is an offer to contract with FBISD based upon the terms, conditions, scope of work, and specifications contained in the Solicitation and in these General Provisions. A Solicitation Response does not become a contract unless and until it is accepted and executed by FBISD.

PART V

CONTRACT TERMS, CONDITIONS, AND REQUIREMENTS

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1. **GENERAL TERMS**

1.1. ***Titles***. The awarded Vendor shall be hereby known in the section as "Contractor".

1.2. ***Term of Contract, Renewals and Extensions***

1.2.1. The Contract established by the Contract Award shall be in effect from date of award or the commencement date, whichever is later, and shall continue for the term stated in the Contract. Typically, the base term is one year.

1.2.2. Any Purchase Orders dated during the term of the Contract must be honored even if received after the Contract expiration date. Contractors may not specify a "final order" receipt date.

1.2.3. Pricing is established by the date the order is placed unless otherwise stated in the Contract.

1.2.4. Renewal Contracts. In addition to the initial base contract term, the District shall have the right to renew the contract for a period described in the official solicitation. Renewals may be offered for additional terms (for example, one-year base term + 4 one-year renewals = 5/years total) provided both FBISD and Vendor are in mutual agreement.

1.2.5. Short Term Contract Extension.

1.2.5.1. If the District determines that additional time is required to avoid a Contract lapse, it may, at its sole option, extend the Contract in 30-day increments, up to 180 days, under the current Contract pricing, terms and conditions.

1.2.5.2. Such extension will be done in writing prior to the end of the current Contract term.

1.3. ***Price Escalations*** The prices in Contractor's Solicitation Response shall be firm for the term of the Contract. The District shall only allow price escalations within a Contract if such provisions were identified within the original Solicitation. Contract renewals will allow for escalation only at the time of renewal and Contractor must submit price escalation, along with a justification for such increase, on manufacturer's letterhead, using the same format used in Contractor's Solicitation Response. District shall review escalation amount and determine if escalation is acceptable or not. All price changes shall be subject to the District's prior written approval.

1.4. ***Availability of Funds***

1.4.1. Any Agreement or Purchase Order resulting from a Solicitation is contingent upon the continued availability of appropriations and is subject to cancellation by the District, without penalty, either in whole or in part, if funds are not appropriated by Fort Bend ISD's Board of Trustees or otherwise not made available to the District.

1.4.2. The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase.

1.4.3. The absence of appropriated or other lawfully available funds may render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor.

1.4.4. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.

1.4.5. No penalty shall accrue to FBISD in the event this provision is exercised, and FBISD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

1.5. ***Confidentiality*** Subject to the Texas Public Information Act and any legal requirements, neither FBISD nor the Contractor shall disclose any confidential information without prior written approval. As applicable, Contractor shall maintain and process all information it receives from the District in compliance with all applicable data protection/privacy laws and regulations and FBISD policies. Contractor and FBISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Contractor also acknowledges that FBISD is subject to the Texas Public

Information Act, and Contractor waives any claim against and releases from liability FBISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor and determined by FBISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

1.6. ***Federal Funding*** The following shall be applicable to Solicitations that are funded by federal funds:

1.6.1. This section is applicable only for products or services to be paid with federal funds.

1.6.2. If federal funds will be used to pay for products of services, the Parties understand and agree the Agreement is subject to appropriation, approval, and disbursement of such funding by the United States federal government and its funding administrators, including, but not limited to, the Texas Education Agency. As applicable, the Parties agree to comply with any terms, conditions, and policies related to the use of federal funds, including, but not limited to, the Education Department General Administrative Regulations ("EDGAR") and any other requirements related to applying for, receiving, managing, and reporting federal funds. Contractor shall complete the required "EDGAR Certifications." Noncompliance or misrepresentation regarding this certification may be grounds for termination of an Agreement.

1.6.3. If FBISD does not receive sufficient funding, upon written notice to Contractor, FBISD may terminate an Agreement without penalty or further obligation to Contractor at the end of the period for which funding is available.

1.6.4. All contracts paid with federal grants shall be effective only during the period of availability of the funds identified in the Notice of Grant Award ("NOGA"). An Agreement is effective only after the NOGA is issued.

1.6.5. Federal Law (A-102) Common Rule and (A-110) OMB Circular prohibits non-federal entities, including school districts, from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement Contracts for goods or services equal to or in excess of $100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors receiving individual awards for $100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of the Solicitation, the Contractor affirms that neither it nor its principals are suspended or debarred by a federal agency.

1.7. ***Contract Kick-off Meeting***

1.7.1. The District reserves the right to require the Contractor(s) to meet with District representatives prior to the start of the Contract.

1.7.2. The meeting, if any, shall include, at a minimum, discussion of the performance requirements, service specifications, expectations of professionalism, and access issues, if necessary.

1.8. ***Periodic Performance Reviews***

1.8.1. The District reserves the right to require periodic performance reviews with the Contractor(s).

1.8.2. These reviews shall evaluate at a minimum, the Contractor's ability to:

1.8.2.1. Provide goods or perform services within the required specifications and/or performance requirements;

1.8.2.2. Meet the District's schedule; and

1.8.2.3. Perform in a professional manner.

1.9. ***Usage Reports***

1.9.1. The District will have the right to require the Contractor to provide usage reports of the goods or services purchased from the Contractor during the Contract Period. Usage reports will be computer generated format and made available in 5-7 business days after request.

1.9.2. This right may, at the District's option, be extended beyond the end of the Contract term for a maximum of two (2) years.

1.9.3. The reports shall be in a mutually agreed upon format that is useful by the District and made available by the Contractor.

1.10. ***Rights to Work(s) Made for Hire***

1.10.1. All Work(s) Made for Hire, as that term is defined by the U.S. Copyright Law, shall be the sole property of the District. If commissioned by the District, paid or unpaid, to create a design, artwork, or custom-made product or service, the District shall be sole owner of any copyrights available for the end product.

1.10.2. Contractor hereby assigns all its rights, title and interest in any and all Work(s) Made for Hire and all drafts thereof, including all worldwide copyright ownership rights in the Work(s) Made for Hire, to the District.

1.10.3. The Contractor shall turn over all relevant items relating to the Work Made for Hire, physical or electronic, to the District upon request. The District has the right to legible and complete copies of any and all such work papers upon the District's request.

1.11. ***Disclosure of Intellectual Property Produced***

1.11.1. Contractor shall promptly disclose to the District all copyrights, trademarks, service marks, and/or patents ("Intellectual Property") which Contractor or Contractor's employees, Subcontractors, or Subcontractor's employees may produce, either solely or jointly with others, during the course of the services performed under the Contract.

1.11.2. All such Intellectual Property shall automatically become the property of the District.

1.11.3. In addition, Contractor shall promptly disclose to the District all Intellectual Property to which Contractor may acquire rights in connection with the performance of the services hereunder.

1.11.4. Any disclosure under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication thereof.

1.11.5. Promptly upon request, Contractor shall supply such additional information related to the Intellectual Property as the District may require.

1.11.6. Modification and Derivative Works.

1.11.6.1. The District shall have the right, in its sole discretion, to independently modify and/or create derivative works of any Intellectual Property incorporated in the services for the District's own purposes and use, through the services of its own employees or independent contractors.

1.11.6.2. The District shall own all Intellectual Property Rights to such modifications and/or derivative works.

1.11.6.3. Contractor shall comply with all laws and regulations relating to Intellectual Property. Contractor represents and warrants to the District that Contractor shall not infringe upon any Intellectual Property Rights of any third party. **CONTRACTOR SHALL INDEMNIFY AND HOLD FBISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM CLAIMED INFRINGEMENT OF ANY INTELELCTUAL PROPERTY IN CONNECTION WITH THE CONTRACT.** Contractor's obligations under this clause shall survive acceptance and payment by FBISD.

1.11.6.4. Contractor shall require its employees to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.

1.11.6.5. Contractor shall require its Subcontractors and Suppliers to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.

1.12. ***Gratuities and Bribes***

1.12.1. The District may, by written notice to the Contractor, cancel a Contract without liability to the District if it is determined by the District that gratuities or bribes were offered or given by the Contractor or any principle, agent or representative of the Contractor to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract.

1.12.2. In the event the Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.13. ***Delays by the District*** The District will have the right to delay a scheduled delivery or other service performance dates by written notice to the Contractor if the District deems such is in FBISD's best interest.

1.15. ***Delays by the Contractor***

1.15.1. If a Contractor foresees the delay of a scheduled delivery of a product or other service performance date, Contractor shall give timely written notice to the District.

1.15.2. The District may, at its sole discretion, extend the delivery or service date for valid reasons.

1.15.3. The Contractor must keep the District advised at all times of the status of the goods or services.

1.15.4. If the delay will create a burden on the District, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the Contract by notice effective when received, and to use any other means available to secure the goods or services outside the Contract, and receive reimbursement from Contractor for any loss incurred by the District as a result.

1.16. ***Warranties and Remedies***

1.16.1. Status. The Contractor warrants that any services performed under the terms of the Contract by the Contractor or persons under its employment on FBISD property shall be done as an independent contractor and the persons doing such work shall not be considered employees, agents, joint venturers, or partners of the District. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the services. Contractor shall be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by FBISD and Contractor shall indemnify and hold FBISD harmless in this regard. FBISD and Contractor have no power or authority to assume or create any obligation or responsibility on behalf of the other. Contractor agrees that FBISD has no responsibility for any conduct of any of Contractor's employees, agents, representatives, contractors, or Subcontractors. Contractor shall perform services in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.

1.16.2. Price

1.16.2.1. The Contractor warrants the prices offered to the District are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

1.16.2.2. The Contractor certifies that the prices in the Solicitation Response have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

1.16.2.3. In addition to any other remedy available, the District may deduct from any amounts due to the Contractor, and/or otherwise recover from Contractor, any amounts paid by the District for items or services in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

1.16.3. Title

1.16.3.1. The Contractor warrants that it has valid title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

1.16.3.2. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES**.

1.16.4. Deliverables

1.16.4.1. The Contractor warrants and represents that all Deliverables shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. In addition, Contractor warrants that the Deliverables are suitable for and will perform in accordance with the purposes for which they are intended.

1.16.4.2. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned. Recycled Deliverables shall be clearly identified as such.

1.16.4.3. Contractor shall assume all liabilities incurred within the scope or consequential damages

and incidental expenses, as set forth in the Contractor or manufacturer's warranties, which result from either delivery or use by the District of the Deliverables with does not meet the specifications of the Contract or the Solicitation.

1.16.5. Warranty Period

1.16.5.1. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the District's acceptance of the Deliverable.

1.16.5.2. If the manufacturer's warranty is less than the required warranty period, the Contractor shall warrant the Deliverable to the full extent as provided by the manufacturer.

1.16.5.3. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly, upon receipt of demand, resupply the goods or re-perform the services in accordance with the above standard at no additional cost to the District.

1.16.5.4. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor.

1.16.5.5. The District will endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section.

1.16.6. Failure to Repair or Replace If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the District, upon demand, the increased cost, if any, incurred by the District to procure such Deliverables from another source.

Damage Assessment

1.16.6.1. If a Contractor is in default on an order, the District reserves the right to purchase the goods or services in default and charge the increase in price, if any, and cost of handling to the Contractor (the "Damage Assessment").

1.16.6.2. Failure by Contractor to pay a Damage Assessment is cause for Contract termination, at District's sole discretion, and/or debarment of the Contractor from the District's Solicitation list for a minimum of one year.

1.16.7. Transfer of Manufacturer's Warranty

1.16.7.1. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the District.

1.16.7.2. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.

1.16.8. Services The Contractor warrants and represents that all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

1.16.9. Limitation of Warranty The Contractor shall not limit, exclude or disclaim the foregoing warranty(ies) or any warranty(ies) implied by law, and any attempt to do so shall be without force or effect.

1.16.10. Delivery of Goods or Performance of Services ***If*** the Contractor is unable or unwilling to deliver goods or perform services in accordance with the terms of the Contract, then in addition to any other available remedy, the District may reduce the amount of the Contract Award due to the Contractor, and purchase conforming goods or services from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such goods or services from another source.

1.17. ***Indemnification***

1.17.1. The District shall not be required to indemnify and/or hold harmless the Contractor and/or its agents and employees.

1.17.2. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AGENTS, EMPLOYEES, AND TRUSTEES FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, SUITS IN LAW OR IN**

EQUITY, FINES, PENALTIES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, AND/OR THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES , AGENTS, SUBCONTRACTORS, AND/OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENT, TRADEMARKS, COPYRIGHT, OR OTHER CORRESPONDING RIGHT(S) RELATED TO ANY ITEM OR SERVICE CONTRACTOR IS REQUIRED TO PERFORM HEREUNDER. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

1.17.3. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

1.18. ***No Waiver of Immunity*** Contractor acknowledges FBISD is a governmental entity subject to constitutional and statutory protections and immunities. No provision in any contract document shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of FBISD, its trustees, officers, employees, and agents as a result of an award or resulting agreement. Further, any obligation of the District to indemnify or hold harmless is expressly conditioned only to the extent permitted by law.

1.19. ***Invoices and Payment*** The Contractor shall submit separate invoices in duplicate on each Contract Award after each delivery of goods or completion of service. If the District authorizes partial shipments or deliveries it will be shown on the Purchase Order and a separate invoice must be sent for each shipment or delivery made.

1.19.1. Payment to Contractor shall be made only after services are performed and not before. Advance payment to Contractor is strictly prohibited.

1.19.2. Contractor shall submit detailed invoices to FBISD describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. Invoices shall indicate the FBISD Purchase Order number and shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to FBISD, P.O. Box 1004, Sugar Land, TX 77487-1004, Attention: Accounts Payables Department.

1.19.3. Federal excise taxes, State taxes, or District sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.

1.19.4. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date the District receives the goods; (2) the date the performance of the service is completed; or (3) the date the District receives an invoice for the goods or services.

1.19.5. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

1.20. ***Right to Assurance***

1.20.1. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform.

1.20.2. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.21. ***Advertising*** The Contractor shall not advertise or publish, without the District's prior written consent, the fact that the District has entered into a Contract with Contractor. Contractor shall not use FBISD's name, logo or other likeness in any press release, marketing material or other announcement without FBISD's prior written approval.

1.23. ***Compliance***: Contractor agrees to observe and abide by all applicable local ordinances and state and federal laws, including but not limited to, the Americans with Disabilities Act; Section 504 of the 1973 Rehabilitation Act; Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, as supplemented in Department of Labor Regulations; the Family Educational Rights & Privacy Act; and Title IX of the Education Amendments of 1972. Contractor further agrees to observe and abide by all FBISD policies and procedures, which can be accessed online at http://pol.tasb.org/Home/Index/483.

2. **CONTRACT AGREEMENTS**

2.1. ***Inclusions***

2.1.1. The Contract shall include these General Provisions, terms and conditions included in the contract, Contract Documents, Purchase Orders and Service Contracts, and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral, or written between FBISD and the Contractor regarding the Contract.

2.1.2. The Solicitation Response, when appropriately accepted by FBISD, shall constitute an integral part of any Contract, equally binding between the Contractor and FBISD. Provided, however, that no different, inconsistent, contradictory, or additional terms included in Contractor's Solicitation Response will become part of this Contract with the exception of Change Orders.

2.2. ***Interpretation***

2.2.1. The Contract Documents are intended by the Contractor and the District as a final, complete and exclusive statement of the terms of their agreement.

2.2.2. No prior arrangements, past performance, oral agreements or other factors between the Contractor and the District shall be relevant to supplement or explain any term used in the Contract Documents.

2.2.3. Although the Contract Documents may have been substantially drafted by one party, it is the intent of the Contractor and the District that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

2.3. ***Jurisdiction and Venue***

2.3.1. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business and Commerce Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction.

2.3.2. All issues arising from the Contract shall be resolved in the courts of Fort Bend County, Texas and the parties agree to submit to the exclusive jurisdiction of such courts.

2.3.3. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the District to seek and secure injunctive relief from any competent authority as contemplated herein.

2.4. ***Modifications***

2.4.1. The Contract Documents and their terms, covenants and conditions can be modified or amended only in writing, when executed by both parties.

2.4.2. No pre-printed or similar terms on any Contractor invoice, forms, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

2.5. ***Termination for Default***

2.5.1. In the event of a default by the Contractor, the District shall have the right to terminate the Contract in whole or in part for cause, by written Notice of Termination effective in ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the FBISD Buyer's reasonable satisfaction that such default does not, in fact, exist.

2.5.2. In addition to any other remedy available under law or in equity, the District will be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor's default, including, without limitation, cost of recovery, reasonable attorneys' fees, court costs, and prejudgment and post judgment interest at the maximum lawful rate.

2.5.3. Additionally, in the event of a default by the Contractor, the District may debar the Contractor from the District's Vendor list.

2.5.4. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

2.6. ***No Cause Termination***

2.6.1. The District also reserves the right to terminate the Contract, with thirty (30) days' advance written notice to Vendor, if the District believes that, in its sole discretion, it is in the best interest of District

to do so. It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty. The termination will become effective, and this Agreement shall terminate following the written notification of intent.

2.6.2. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations reasonably incurred by Contractor prior to the date of termination.

2.7. ***Assignment – Delegation***

2.7.1. The Contract shall be binding upon and to the mutual benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned, transferred, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor, and no obligation shall be delegated by the Contractor without the prior written consent of the District.

2.7.2. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

2.7.3. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

2.7.4. If the Contractor has sold its business and the Contract is conveyed to another business entity (buyer) in the purchase, the Contractor shall, within three (3) business days of such change, provide the District with documentation that can be legally recognized in a State of Texas court of law, or a public announcement stating the terms of the purchase.

2.9. *Waiver*

2.9.1. No claim or right can be discharged or waived in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.9.2. No waiver by either the Contractor or the District to require performance by the other party of the terms hereof shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied waiver of any other term or breach thereof.

2.10. Captions

2.10.1. The captions herein are for convenience and identification purposes only, and are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

2.11. Force Majeure

2.11.1. Neither FBISD nor Contractor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crise, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

2.11.2. The parties to this Contract are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Contractor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, FBISD shall have the option to terminate the Contract. This section shall not be interpreted as to limit or otherwise modify any of FBISD's contractual, legal, or equitable rights.

2.12. FBISD Property

2.12.1. In the event of loss, damage, or destruction of any property owned by or loaned by FBISD that is caused by Contractor or Contractor's representative, agent, employee, or contractor, Contractor shall indemnify FBISD and pay to FBISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Contractor's receipt of written notice of FBISD's determination of the amount due. If Contractor fails to make timely payment, FBISD may obtain such money from Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Contractor by FBISD.

2.13. Notice

2.13.1. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

2.14. Penalties

2.14.1. If Contractor is unable to provide the goods or services at the prices quoted in Contractor's Solicitation Response or if Contractor fails to fulfill or abide by the terms and conditions of the Contract, FBISD may take the following action(s), in FBISD's sole discretion, and Contractor agrees to comply with FBISD's action(s):

2.14.1.1. insist that Contractor honor the quoted price(s) specified in Contractor's Solicitation Response;

2.14.1.2. have Contractor pay FBISD difference between Contractor's price and the price of the next acceptable Solicitation Response (as determined by FBISD);

2.14.1.3. have Contractor pay the difference between Contractor's price and the actual purchase

price of the good or service on the open market; and/or

2.14.1.4. recommend to FBISD's Board of Trustees that Contractor no longer be given the opportunity to submit a proposal to FBISD and/or that the Contract be terminated.

2.15. Performance

2.15.1. Contractor agrees to use commercially reasonable best efforts to provide the Deliverable(s).

2.16. Performance and Payment Bonds

2.16.1. Contractor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified Contracts and/or projects, as applicable. FBISD may include the performance and payment bonds requirement in the specifications section of any Solicitation if performance bonds and/or payment bonds are required.

2.17. Prevailing Wage Rates

2.17.1. Contractor and all subcontractors of Contractor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to the Contract.

2.18. Title and Risk of Loss

2.18.1. Whenever FBISD is purchasing an item under the Contract, title and risk of loss shall pass upon the later of FBISD's acceptance of the item or payment of the applicable invoice.

2.19. Severability In the event that any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

2.21. Dispute Resolution Any claim, dispute, or matter in controversy arising out of or related to the award or agreement ("Dispute") shall be discussed by the parties in good faith, in an attempt to resolve the Dispute. In the event such Dispute cannot be resolved by good faith discussion between the parties, any such Dispute shall be subject to FBISD's complaint policy (GF Local or other policy designated by FBISD) and the timelines established in the policy. If a party is dissatisfied with the outcome of FBISD's complaint process, then the Dispute shall be subject to mediation as a condition precedent to litigation.

2.22. Contractor Representations If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

2.23. Criminal History Certification Contractor shall ensure that its employees who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee) have submitted all information necessary for FBISD's LEE Fast Pass process and will comply with any FBISD request for employee information in connection with completing such employee criminal history record search. If Contractor subsequently receives information an employee has a criminal history prohibited under this section, Contractor will immediately remove the employee from contract duties and notify the District in writing within 3 days. Contractor will comply with District objections to the assignment of an employee on the basis of the employee's criminal history. To the extent no individual or employee has or will have direct contact with students, Contractor will ensure the individuals or employees will not have direct contact with students throughout the term of this agreement. Noncompliance or misrepresentation regarding this certification is grounds for immediate termination of this Agreement.

2.24. Conflict of Interest Disclosure Prior to and as a condition of doing business with the District, Contractor shall disclose any business relationship, past or present, with a sitting Board member or District employee. Any such relationship shall be disclosed on Form CIQ provided by the Texas Ethics Commission and currently available at https://www.ethics.state.tx.us/forms/CIQ.pdf. Failure to disclose the existence of any such relationship is grounds for immediate termination of this Agreement.

2.25. Disclosure of Interested Parties (Form 1295) For any agreement that requires action by the District's Board of Trustees, unless excepted by Texas Government Code 2252.908(c), Contractor shall electronically submit a disclosure of interested parties on a form prescribed by the Texas Ethics Commission ("Form 1295") and submit a signed copy of the form with this Agreement. The form is currently available via the Texas Ethics Commission website at https://www.ethics.state.tx.us/tec/1295-Info.htm.

2.26. Felony Conviction Notice Texas Education Code 44.034(a) requires "a person or business entity that enters into a contract with a school district [to] give advance notice to the district if the person or an owner 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." This notice is not required of a publicly-held corporation. If notice is required of Contractor, then Contractor shall submit a statement providing a person or an owner operator of the business entity has been convicted of a felony and a general description of the conviction and conduct resulting in the conviction of a felony.

2.27. Debarment or Suspension Federal Law (2 CFR Part 180 and Part 200) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractor certifies neither Contractor nor its principals are suspended or debarred by a federal agency.

2.28. Entities that Boycott Energy Companies: In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: it does not, and will not for the duration of the Contract, boycott energy companies. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the District.

2.29. Entities that Discriminate Against Firearm and Ammunition Industries: In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section2274.002 of the Texas Government Code (relating to

prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the District.

3. **GOODS-RELATED CONTRACTS**

3.1. ***General***

3.1.1. Goods are to be delivered to the required destination(s) within the number of District Business Days as identified within the Solicitation after receipt of order (ARO).

3.1.2. All products shall be delivered F.O.B. destination, full freight allowed unless otherwise indicated within the Contract.

3.1.3. Ordering and direct delivery will involve various locations with FBISD unless otherwise specified within the Purchase Order.

3.2. ***Hours for Delivery***

3.2.1. District Distribution Center (warehouse) delivery hours are 8:00 a.m. to 3:30 p.m.

3.2.2 School campus delivery hours are 9:00 a.m. to 3:00 p.m.

3.3. ***Facilities.*** With the exception of the District Distribution Center, no other facilities have areas available dock-level deliveries.

3.4. ***Inside Delivery*** The Contractor shall make inside deliveries within a facility to a location determined by the District if required within the Solicitation.

3.5. ***Expedited Deliveries***

3.5.1. In case of an urgent need for an expedited delivery by the District, the Contractor is requested to supply the needed material immediately, if possible.

3.5.2. If the Contractor cannot respond, then the emergency requirement may be purchased on the open market. Such purchases shall not be considered a breach of Contract by FBISD or the Contractor.

3.6. ***Packaging of Goods***

3.6.1. The Contractor shall package all goods in accordance with good commercial practice unless otherwise instructed.

3.6.2. Each shipping container shall be clearly and permanently marked as follows:

3.6.2.1. The Contractor's name and address.

3.6.2.2. The District's name, address and purchase order or purchase release number if applicable;

3.6.2.3. Box number and total number of boxes, e.g. box 1 of 4 boxes; and

3.6.2.4. The number of the container bearing the packing slip. The Contractor shall bear all cost of packaging.

3.6.3. All packing slips must include the FBISD Purchase Order number.

3.6.4. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3.7. ***Material Safety Data Sheets*** A Contractor must provide, at no cost to the District, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment, and upon request, during the term of the Contract. If OSHA or Federal or State laws provide for additional requirements, those requirements shall be met by Contractor, in addition to the MSDS requirement.

3.8. ***Inspection and Testing***

3.8.1. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery, and up to thirty (30) days after District's first use of the Deliverables, and to reject defective or non-conforming Deliverables.

3.8.2. All goods are subject to inspection and testing by FBISD for compliance with the Contract and/or Solicitation specifications by FBISD.

3.8.3. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Contractor.

3.8.4. Goods, which have been delivered and rejected in whole or in part, may be, at FBISD's option, returned to the Contractor at Contractor's risk and expense or disposed of in accordance with FBISD's policies.

3.8.5. The Contractor may request that rejected goods be held by FBISD at Contractor's risk for a

reasonable period of time for later disposition at the Contractor's expense.

3.8.6. Latent defects may result in revocation of acceptance of any product.

3.9. ***Substitutions of Goods***

3.9.1. All substitutions of goods require prior written approval of the District.

3.9.2. The District reserves the right to require the Contractor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the Contract.

3.9.3. Outstanding orders are not automatically amended by an approved substitution.

3.9.4. During the Contract term, Contractor may request a substitution of an item if the item is no longer manufactured or has been discontinued or superseded by a replacement model and is no longer available to the Contractor.

3.9.5. Substitution Approval Process. Under the forgoing or similar conditions, the Contractor may, in FBISD's sole discretion, be granted an allowance of an item substitution under the following conditions:

3.9.5.1. The Contractor provides the District Purchasing Office with written verification from the manufacturer that the product is no longer manufactured or has been discontinued or superseded by a replacement model and is no longer available to the Contractor.

3.9.5.2. All substitution requests must be submitted within ten (10) District Business Days after the material facts are known to Contractor.

3.9.5.3. If manufacturer has a substitution model, Contractor must provide product specifications along with a written letter requesting the item be substituted.

3.9.5.4. The substitution must meet or exceed all specification requirements associated with the original Solicitation.

3.9.5.5. If substitutions are made to an item that has accessories, the Contractor must also provide substitutions for accessories as applicable.

3.9.5.6. The Contractor will be expected to supply the substitute item at the same or better price than originally bid, unless the Solicitation provided a price increase provision and the substitute can meet the provision requirements.

3.9.5.7. Substitution will be in effect for the term of the Contract or until another substitution is required.

3.9.5.8. All substitutions must be approved in writing by the Purchasing Office prior to their effect.

3.9.5.9. The District reserves the right to approve and disapprove substitutions or to cancel the Contract or Purchase Order as it relates to the items in its entirety and procure the items by a separate procurement process.

3.10. ***Electrical Items*** All electrical items furnished shall meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

4. **SERVICE-RELATED CONTRACTS**

4.1. ***Contractor's Obligations***. The Contractor shall fully and timely provide all Deliverables described in the Contract, Solicitation, and in the Vendor's Solicitation Response in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

4.2. ***Competence of Contractor***

4.2.1. The Contractor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and/or provide all the goods required under a Purchase Order or this Contract.

4.2.2. Only qualified personnel adequately trained in the required services shall be employed by the Contractor.

4.2.3. The Contractor shall obtain all licenses/permits required for the performance of the services.

4.2.4. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

4.2.5. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, illegal drugs or controlled substances while on the job or on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job.

4.2.6. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for whatever reason it determines necessary to maintain the safety, decorum, scheduling and day-to-

day operations of the District.

4.3. ***Licensing and Certification***

4.3.1. If the Contract requires licensing and/or certification to perform services as required, the Contractor shall provide only qualified licensed / certified individuals to perform such tasks.

4.3.2. The Contractor must maintain any required licenses / certification for the duration of the Contract.

4.3.3. The District reserves the right to require the Contractor to show proof of licensing / certification at any time during the Contract Term.

4.4. ***Place and Condition of Work***

4.4.1. Services shall be provided/scheduled as specified or directed by the District.

4.4.2. The District shall provide the Contractor access to the sites where the Contractor is to provide the goods or perform the services as required.

4.4.3. The Contractor acknowledges that it has satisfied itself as to the nature of the District's service requirements and specifications, the location and essential characteristics of the work site(s) the quality and quantity of materials, equipment, labor and facilities necessary to provide the goods or perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract.

4.4.4. The Contractor releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

4.5. ***Compliance with Laws and Safety Regulations***

4.5.1. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA), as well as applicable workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

4.5.2. In case of conflict, the most stringent safety requirements shall govern.

4.5.3. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

4.6. ***Security and Background Investigations***

4.6.1. Prior to commencing any work under the Contract, if Contractor contracts with FBISD to provide services, Contractor must certify for each covered employee of Contractor who will have direct contact with students, Contractor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Contractor employed before January 1, 2008; and (b) national criminal history record information for each employee of Contractor employed on or after January 1, 2008. Contractor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at FBISD; Contractor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).

4.6.2. The Contractor shall be responsible for ensuring the District is protected from potential threats that may be created by their employees.

4.6.3. If directed by the laws of the State of Texas, the Contractor shall adhere to any requirements that may be legislated during the term of any Contract, or any enacted District policy.

4.6.4. The District will have the right to require Contractor's principles, Contractor's employees assigned to the Contract Award, Subcontractor's principles, and Subcontractor's employees assigned to the Contract, and any other individuals deemed to be providing goods or services for the District to be investigated (including fingerprinting) for criminal records and/or history.

4.6.5. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for

whatever security reason it determines necessary to maintain the safety of District employees and operations.

4.7. ***Subcontracts*** Where a Subcontract may be used, the Contractor shall be fully responsible to the District for all acts and omissions of the Subcontracts just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontract any Contractual relationship between the District and any such Subcontract, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due any such Subcontract except as may otherwise be required by law.

4.8. ***District Policy for Work Attire***. The Contractor, its employees, and Subcontractor employees shall not wear any T-shirts or clothing that has offensive language, pictures, or signs. The District prefers Contractors, its employees and subcontractors to wear uniforms with identification badges when on District premises.

4.9. ***Insurance for Services Performed***

4.9.1. ACORD Certificate of Insurance. Prior to providing services as a result of a Contract Award, the Contractor shall provide the District with a completed ACORD Certificate of Insurance providing the below listed coverage or such coverage as may be required in the Solicitation.

Type	Limit
Automobile Liability (Auto) - Covering 'Any Auto'	$1,000,000 Combined Single Limit ($5,000,000 if "For-Hire" motor carrier service)
Comprehensive General Liability (CGL) Including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	$1,000,000 Occurrence $2,000,000 Aggregate $1,000,000 Personal Injury $ 500,000 Fire Damage $ 5,000 Medical Payments
Professional Errors & Omissions Liability (E & O) may be required from all contractors and licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	One-time project amount. $1,000,000 Occurrence and Aggregate minimum $5,000,000 Maximum Limit Retroactive Date preceding date of contract must be shown Extended Reporting Period three (3) years past completion
Workers' Compensation (WC) Limits to comply with the requirements of the Texas Workers' Compensation Act Employers Liability	Statutory Limits $1,000,000
Umbrella or Excess Liability Excess of primary General Liability, Automobile Liability and WC Coverage B May be required for prime construction contractors May be required for non-construction contractors and licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	 100% of Contract Amount for all contracts exceeding $100,000, up to $25,000,000 max $5,000,000
Sex Molestation/Abuse Required when service performance permits direct, unsupervised access to students.	$100,000 per claim/$300,000 aggregate

Cyber/Data Liability Required if service involves use of *or* access to District-owned data. Coverage for Notification, Crisis Management, Regulatory Response and Privacy Liability.	Limit determined on per project basis.

4.9.2. **Insurance Conditions** All certificates must include:

1) The location or description and the bid number, CSP number or Purchase Order number
2) A 30 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3) Additional Insured on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4) A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5) In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.
6) Contractor shall not commence work until all required insurance coverages have been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.
7) All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".
8) The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.
9) Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.
10) Contractor shall be responsible for payment of all deductibles.
11) At any time during the Contract Term or any extensions thereof, prior to any lapse in the Certificate of Insurance, the Contractor shall provide to the District an updated certificate.

4.10. ***Right to Audit*** The District will have the right to audit the Contractor's books and records pertaining to all goods and services, and Contractor's compliance with the terms of the Contract, during the hours of the normal workday during the term of the Contract and for a period of five (5) years following expiration of the Contract.

DEVIATION REQUEST FORM

Instructions to Bidders: No deviations are allowed in the Base Bid or Base Bid Adjustment. Deviations shall be submitted on the Deviations Form as Alternate 2. *Complete this form, attach any supporting data and submit with Package B.*

Project Title and Number:		
Deviation Request No.	Date Submitted:	Specification Section, and/or Drawing No:
Item Description:		

Reason for Deviation: *(If specified product, material or detail cannot be provided, include statement indicating why and provide supporting information.):*
Differences (point-by-point comparative data) between proposed deviation and specified product, material or detail:

Proposed deviation affects other parts of the project : ☐ YES ☐ NO

Explain:

Time Impact due to Deviation: ☐ YES ☐ NO ☐ ADD ☐ DEDUCT Days

Anticipated deviation savings and/or benefit to the District:

$_____

Date:

Printed Name of Authorized Representative:

Signature of Authorized Representative:

A/E Recommendation:

Deviation Request approved to proceed with deviation:

Deviation Request rejected:
Use specified product

Notes: Date:

Additional Information if Applicable

Reason for Deviation: *(If specified product, material or detail cannot be provided, include statement indicating why and provide supporting information.)*

Differences (point-by-point comparative data) between proposed deviation and specified product, material or detail:

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 day of in the year
(In words, indicate day, month and year.)

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

Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479

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

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

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

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.

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User Notes: (1397578103)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which 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.

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.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] 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 of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[X] 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.

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 ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 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.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)
Attached as Exhibit E		

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

$1,000.00 per calendar day that substantial completion is delayed.
$250.00 per day for each calendar day for non-completion of punch list items and contract close-out within 60 days after substantial completion

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 22nd day of the following 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 Thirty One (31) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.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

§ 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.)

Five Percent (5%)

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§ 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.)

At the Owner's sole discretion

(Paragraphs deleted)
§ 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.

§ 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 Article 12 of AIA Document A201–2017, 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.

§ 5.2.2 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, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest in accordance with Chapter 2251 of the Texas Government Code, except when disputed in accordance with Chapter 2251 of the Texas Government Code.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 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.)

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§ 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

[X] 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.

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.

§ 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.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 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)

Carolina Fuzetti, MS, PMP
Executive Director, Design & Construction
Fort Bend Independent School District
2323 Texas Parkway
Missouri City, TX 77489
281 634-5592

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

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 Attached as Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner.

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Attached as Exhibit D		

.6 Specifications

Section	Title	Date	Pages
Attached as Exhibit C			

.7 Addenda, if any:

Number	Date	Pages

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

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Exhibit A: Insurance and Bonds
B: CSP Negotiated Items
C: Specifications Table of Contents
D: List of Drawings
E: Unit Prices
F: Warranty Letter

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Christie Whitbeck, Superintendent Fort Bend Independent School District	.
(Printed name and title)	*(Printed name and title)*

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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.

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PAGE 1

Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date:

...

Attached as Exhibit E

...

$1,000.00 per calendar day that substantial completion is delayed.
$250.00 per day for each calendar day for non-completion of punch list items and contract close-out within 60 days after substantial completion

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 22nd day of the following 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 Thirty One (31) days after the Architect receives the Application for Payment.

...

Five Percent (5%)

PAGE 5

At the Owner's sole discretion

~~**§ 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.)*~~

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...

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.~~in accordance with Chapter 2251 of the Texas Government Code, except when disputed in accordance with Chapter 2251 of the Texas Government Code.

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[**X**] Litigation in a court of competent jurisdiction

...

Carolina Fuzetti, MS, PMP
Executive Director, Design & Construction
Fort Bend Independent School District
2323 Texas Parkway
Missouri City, TX 77489
281 634-5592

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.2 ~~AIA Document A101™–2017,~~ Attached as Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended by the Owner.

...

Attached as Exhibit D

...

Attached as Exhibit C

PAGE 8

Exhibit A: Insurance and Bonds
B: CSP Negotiated Items
C: Specifications Table of Contents
D: List of Drawings
E: Unit Prices
F: Warranty Letter

...

Dr. Christie Whitbeck, Superintendent
Fort Bend Independent School District .

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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 16:50:02 ET on 03/31/2022 under Order No. 2114291871 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479

THE ARCHITECT:
(Name, legal status and address)

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.

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

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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), Performance Bond, Labor and Material Payment Bond, Drawings, Specifications, Addenda 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to propose, instructions to Proposers, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's Proposal or portions of Addenda relating to proposal requirements).

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents. Nothing in these Conditions shall be interpreted as imposing on either the Owner or the Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work, including, without limitation, shoring, scaffolding, hoists, weatherproofing, or any temporary facility or activity, since these are the sole responsibility of the Contractor.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

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§ 1.1.8 Initial Decision Maker

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

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

.1 Contract Modifications (such as Change Orders) signed by the Contractor and Owner.
.2 The Agreement. (AIA Document A101-2017)
.
.3 The General Conditions of the Contract for Construction
.4 Addenda, with those of later date having precedence over those of earlier date
.5 Drawings and Specifications

Should these Documents disagree in themselves, the Architect and Owner will select the appropriate method for performing the Work, to facilitating avoiding increase in the Contract cost. If an item is shown one place in the Drawings, but no another, or called for in a schedule or the specifications but not shown on the Drawings, or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions.

§ 1.2.1.3 Relation of Specifications and Drawings: To be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of Work indicated. In the event of the above mentioned disagreements, the resolution shall be determined by the Architect and Owner.

§ 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 In the case of inconsistency within or between the Drawings and Specifications discovered prior to Proposal Submission Time but too late to be clarified by an Addendum, the better quality or greater quantity of Work shall be included in the Proposal. Clarification of any inconsistency will be accomplished with the Contractor after award of Contract and, if necessary, an appropriate reduction in the Contract will be accomplished by Change Order.

§ 1.2.5 Product and Reference Standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices which the Contractor knows, or in accordance with the standard of care for a Contractor should have known, is necessary for proper functioning shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required and no edition is specified by the Contract Documents, the current edition at the time of Contract execution shall apply whether or not the proper edition was set out in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except:

.1 They do not supersede more stringent standards set out in the Contract Documents, and
.2 any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

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§ 1.2.6 Relations of Specifications and Drawings. General Requirements in the Specifications govern the execution of all Work. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. 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. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer at the corporation for which is was intended, or if delivered at or sent by certified mail, or by registered or certified mail, or by courier service providing proof of delivery, to the last business address known to the party giving notice, or if delivered by facsimile or other electronic communications to the offices of the person or corporation for which it was intended. For facsimiles or other electronic communications received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§1.9 Miscellaneous Other Definitions

§1.9.1 Addenda, Addendum. Documents issued by the Architect prior to execution of the Owner Contractor Agreement for this Project that modify or clarify the Proposal Documents. All addenda become a part of the Contract Documents.

§1.9.2 Alternate Proposal(s). A separate amount stated on a separate Proposal Form which, if accepted by the Owner, will be added to or deducted from the Base Proposal. If accepted, the work that corresponds to the alternate proposal will become part of the agreement between Owner and Contractor. Alternate proposals shall remain valid for the same period of time as the Base Proposal after receipt of proposals, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

§1.9.3 Approved, Approved Equivalent, Approved Equal, or Equal. The terms Approved, Approved Equivalent, Approved Equal, and Or Equal, relate to the substitution of products or systems approved in writing by the Architect. Refer to Paragraph 3.4.2, Substitution of Products and Systems, for procedures which must be followed after award of contract. The substitution procedure process to be followed prior to receipt of proposals is described in the Instructions to Bidders.

§1.9.4 Base Proposal. The Contractor's proposal for the Work, not including any Alternates.

§1.9.5 Contract Time. The period of time which is established in the Contract Documents for Substantial Completion of the Work. This period of time is subject to authorized adjustments as enumerated in the Contract Documents.

§1.9.6 Date of Agreement. The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted in the first page of the Agreement between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of Work.

§1.9.7 Date of Commencement of the Work. The date of a written Notice to Proceed to the Contractor for a given portion of the Work. This date constitutes day zero (0) of the stated Contract Time. The Notice to Proceed will be issued after the District has received and validated the Contractor's Payment Bond, Performance Bond and Insurance.

§1.9.8 Date of Final Completion. The end of construction. See AIA Document A201, Section 9.10.

§1.9.9 Day. The following days are referenced in the documents:

.1 **Calendar Days**: The Contract Time is established in Calendar Days and extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.

.2 **Holidays:** The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after and Christmas Day.

.3 **Regular Work Days:** All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved, will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).

.4 **No extensions of the Contract Time will be granted due to inclement weather except as stated in Section 8.3.1.**

§ 1.9.10 Final Completion. Achieved after the Work has been completed by the Contractor, the final inspection has been performed by the Architect and the Owner, the Contract Closeout process has been completed, and the final Certificate for Payment has been issued by the Architect to the Owner. See Sections 1.1.14 and 9.10 and Specification sections regarding Contract Close Out.

§1.9.11 Notice to Proceed. A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

§ 1.9.12 The Project Manual. A volume assembled for the Work which may include the Proposal requirements, sample forms, Conditions of the Contract, Drawings and Specifications.

§ 1. 9.13 Proposal. A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted

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on the prescribed forms in accordance with the Proposal Documents.

§ 1.9.14 Proposal Documents. All documents and bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Proposal requirements, Contract and other forms, Conditions of the Contract, the Specifications, and a list of Drawings and Schedules, some of which are bound into the Project Manual (other Drawings and Specifications are bound separately).

§ 1.9.15 Proposer. A person or entity who submits a Proposal.

§**1.9.16 Provide.** Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

§**1.9.17 Punch List.** A comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. See AIA Document A201, Section 9.8.

§ 1.9.18 SMALL BUSINESS ENTERPRISE PROGRAM ("SBEP"). Owner has adopted the SBEP to provide increased business opportunities for locally certified small businesses to competitively participate in contracting and procurement within FBISD. *See* FBISD Board Policy CV(Local).

§ 1.9.19 SUB-PROPOSER. A person or entity who submits a Proposal to a Proposer for materials, equipment or labor for a portion of the Work.

§**1.9.20 Unit Prices.** A cost for a unit of work as described in the Contract Documents. The Owner may add or deduct Unit Price work at the amounts stated on the Proposal Form and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors."

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties understand that only the Board of Trustees for the Owner 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 for the Owner, including, but not limited to, Change Orders. Except as otherwise provided in Section 4.2.1, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into a contract, to approve a Change Order requiring an increase in the Contract Sum, or agree to an extension to the contractual Completion Date, unless this authority is lawfully delegated. Neither Architect nor Contractor may reply upon the direction of any employee of Owner or Program Manager who has not been designated in writing by the Superintendent of Schools or Board of Trustees of Owner; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.3 The presence of the Owner, Program Manager or Architect at the Work site does not imply acceptance or approval of the Work.

§ 2.1.4 The Owner, being a public body under the laws of the State of Texas, must have funds in the full amount of the Contract on hand prior to award and execution of the Contract. Furthermore, no Contract exists between the Owner and the Contractor until the formation of the Contract is approved by a majority of the Board of Trustees of the Owner in open session at a duly held Board meeting, and the contract is signed by an authorized Owner's representative.

§ 2.1.5 At any time prior to the Owner's receipt of the executed Agreement with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in this Agreement by delivering to the Contractor a written notice stating so. Such notice shall be signed by the Owner's Director of Purchasing or designee, and shall be effective on receipt by the Contractor. The rejection of the offer described in this Agreement, shall cause

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no obligation or duty to the Owner save return of bid or proposal security, if any, if rejection is without cause. This section does not pertain to rejection for cause by the Owner, or for the Contractor's failure to provide require bonds or insurance.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

(Paragraphs deleted)

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The 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 to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 The Contractor shall pay the cost of reproduction, postage, and handling of all sets of Drawings and Specifications necessary for the Contractor to execute the Work. If the Contractor requests in writing that the Architect and his Consultants update the original Drawings and Specifications to incorporate Addendum items, or Modifications, the Architect and his Consultants will do so at their expense. However, the Contractor shall pay the cost of reproduction, postage and handling of all sets of Drawings and Specifications necessary for the Contractor to execute the Work.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 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

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receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect, Program Manager and other consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days of receipt of written notice from the Owner therefor.

§ 2.5.1 After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner

§ 2.7 Owner's Right to Occupy the Project

§ 2.7.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not yet have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents. If the Contractor determines that said occupancy may cause a delay to the completion of the project, he shall notify the Owner in writing immediately.

§ 2.7.2 Refer to Article 11 Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

§ 2.7.3 If Contractor has not completed the obligations of the Contract Documents by the dates established by subsequent Amendments to the Agreement Between Owner and Construction Manager, the Owner shall have the right to occupy or use the entire project.

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.

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

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

§ 3.1.4 The Contractor must be fully qualified under any state or local licensing laws for Contractors in effect at the time and at the location of the work. The Contractor is responsible for determining that all of his subcontractors and prospective subcontractors are duly licensed in accordance with the law.

§ 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing

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conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities provided such errors, inconsistencies, omissions, differences, or nonconformities could not have been ascertained from a careful study of the Contract Documents.

§ 3.2.5 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 and his determination that the work complies with the Contract Documents. The Contractor shall arrange meetings for the Architect, prior to commencement of the Work, with all major subcontractors, to allow the subcontractor to demonstrate his understanding of the documents to the Architect and to allow the subcontractor to ask for any interpretation he may require. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 3.2.6 If, in the opinion of the Architect and the Program Manager, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.5, 3.2.6 and 3.7 before additional services are performed.

§ 3.2.7 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification. If the Contractor fails to perform the obligations of Section 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

§ 3.2.8 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its construction work, and shall be responsible for any loss,

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damage, or extra expense resulting from such damage. 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 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.

§ 3.2.9 Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during its construction work resulting from its negligent conduct

§ 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 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 not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. . It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent Contractor status described herein. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractors' 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 weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students, and teachers, staff and visitors, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner's property and immediate removal from the site.

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

§ 3.3.4 The Contractor is especially cautioned to coordinate the routing of mechanical and electrical items prior to commencing these operations.

§ 3.3.5 Contractor shall bear sole responsibilities for design and execution of acceptable trenching and shoring

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procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq. On trench excavations in excess of 5 feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.

§ 3.3.6 Any time that the Contractors' 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 are on site, the work shall be supervised by a qualified employee of the Contractor.

§ 3.3.7 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 their 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

§ 3.4 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.

§ 3.4.2 The materials, products, and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products, or systems provided that same meets the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

.1 If, after award of contract, the Contractor of one of his Subcontractors, or Suppliers determines 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 the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate Modification.

.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products on the Work in place of those specified only under the conditions set forth in specification referring to Product Options and Substitutions.

.3 Requests for substitution, received by the Architect later than forty five (45) days after "Notice to Proceed" or "Date of Commencement of the Work" (whichever occurs first), may result in additional costs to the Owner. Contractor agrees to reimburse the Owner through deductive Change Order to the Contract, for all costs associated with such requests.

.4 By making request for substitutions based on Subparagraph 3.4.2 above, the Contractor

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified, and is suitable for the intended purpose;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

.5 Substitution requests shall be submitted on the forms included herein and in accordance with the

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process established in specification referring to Product Options and Substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

.1 State law prohibits possession and/or use of alcohol and tobacco products on school property at all times.

.2 State law prohibits weapons or firearms on school property.

.3 There shall be zero tolerance for fraternization with students, teachers and any other school district personnel, Contractor will immediately remove any employee that violates this provision from the project.

.4 No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

.5 Background checks

Contractor must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The Owner may terminate this Agreement pursuant to Article 14 Termination if the Owner determines that the person or business entity failed to give notice as required by this section or misrepresented the conduct resulting in the conviction. This section requiring advance notice does not apply to a publicly held corporation. THE CONTRACTOR RELASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW.

§ 3.4.4 The Contractor shall disclose the existence and extent of any financial interests, whether director indirect, such Contractor may have in any Subcontractor or material supplier which the Contractor may propose for this Project.

§ 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 Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect cause by abuse, material alteration to the Work not executed by the Contractor, insufficient maintenance or maintenance not in compliance with written instructions therefor, operation not in compliance with written instructions therefor, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties set out in this section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 In the event of failure in the Work, including a specified product, whether during construction, or the correction period (which shall be one (1) year from the Date of Substantial Completion, except where a longer period as specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Architect. Upon correction of warranty items, the Contractor shall provide the Owner and Architect with written notification of said correction. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.4 The Contractual Correction Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completions shall have their warranties (general and any extended warranty periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time extensions. This correction period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

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§ 3.5.5 The Contractor shall accompany the Owner and Architect for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The contractor shall provide written notification to the Owner and Architect when said Punch List items and/or additional deficiencies observed have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.6 Contractor shall certify that the Project has been constructed in conformance with the Architect's or Engineer's plan, specifications, and Contract 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). The Contractor shall deliver to the Owner its written guarantee, in the form attached to this contract as Exhibit "F", guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury except from proper and usual wear and tear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper, imperfect or of unsatisfactory material and/or workmanship, without cost to the Owner, and to make good all damage caused to other work or materials, or to the Owner's property, real and personal, due to such improper, imperfect or faulty material and/or workmanship, and/or due to the required replacement or re-execution. Such warranty periods shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the project. This guarantee shall be made to cover a period of one (1) year from the date of Substantial Completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by it before acceptance and final payment is made.

Upon written notice from the Owner, the Contractor shall promptly remedy defects as covered by his guarantee. If Contractor does not respond to Owner's written notice, either by beginning corrective work or notifying the Owner in writing stating when work will begin, within ten (10) days of receipt, the Owner may take measures to correct the work himself and Contractor will be obligated to reimburse Owner's costs. 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 may extend beyond the one year warranty period until the warranty defect is remedied and accepted by the Owner. The Contractor shall provide bond coverage to extend for the one (1) year period of the guarantee to insure performance under the terms of his obligation. The provisions of this section shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.6.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect and Program Manager on the manufacturer's or supplier's approved forms at the time of Substantial Completion.

§ 3.5.6.2 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 standard, 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 standard, or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.7 The warranties of Contractor provided in Sections 3.5.2 and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

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§ 3.5.8 Contractor and Owner acknowledge that the Project may involve construction work on more than one school building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of substantial completion or final completion. Contractor shall maintain a complete and accurate schedule of the dates of substantial completion, dates upon which the one-year warranty on each phase or building, which is substantially complete, will expire, and dates of final completion. If Owner, Architect or Program Manager discovers during the warranty period, deficiencies not previously reported, Contractor shall accompany the Owner, Architect and Program Manager on an inspection of such deficiencies and Contractor shall be responsible for correcting any such deficiencies not caused by the Owner or the use of the building. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within fifteen (15) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period

§ 3.6 Taxes

The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

.2 The Contractor shall pay directly all temporary utility charges (excluding permanent power), utility district/company inspection fees, temporary tap charges, and temporary water meter charges and any other similar fees assessed by jurisdictional authority having control over this Project. The Contractor shall secure and pay for all governing authorities' permit fees.

.3 Fees payable to the Texas Department of Licensing and Regulation (TDLR) for document review relative to the Elimination of Architectural Barriers Act shall be paid by the Owner and the Architect will submit the documents to the TDLR for review and approval.

.4 SWPPP

.5 The Contractor shall include in his base Proposal the permit fee required by Harris County. The Owner will be responsible for fees payable to the TDLR, any MUD and the Third-party plan reviewer.

§ 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. 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,

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performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.7.6 The Contractor shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. 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 the Owner.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Architect and Program Manager at once when the Owner's participation is required. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, payment for permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 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 and approve in writing. All unused allowance amounts shall be credited back to Owner. No markup shall be allowed for the Contractor on any expenditures from Allowances or Contingency funds included in the Contract Sum.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work, including Punch List work. The superintendent and project manager shall represent the Contractor, and unless provided otherwise in Section 3.1.1, communications given to the superintendent or project manager shall be binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. In the event a substitution of superintendent is necessary, the Contractor shall reimburse the Owner, Architect and his Consultants (on a reasonable hourly basis) for additional costs incurred due to said substitution. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architect objects to any nominated superintendent. The superintendent must be at the construction site acting in his supervisory capacity at all times when construction is in progress. A separate full-time superintendent will be required for each school site.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Within 30 days of being awarded an Amendment, the Contractor shall prepare and submit for the Owner and Architect's review, a construction schedule for the Work, with critical path clearly defined. The schedule shall not exceed time limits current under the Contract Documents. For further schedule requirements refer to specification section regarding project schedules in the Project Manual.

§ 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 approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Requirements for the submittal schedule are outlined in specification section 01 32 16, Construction Progress Schedules. 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 the Contract Sum or extension of the Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall submit to the Architect, with each monthly Application for Payment; a copy of the progress schedule updated to reflect the current status of the project. All schedule updates shall address the subject of how the Contractor intends to address any critical path delays previously encountered. The schedule and all updates should address submittal activities as well as actual field construction activities. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall be prepared in a format which at a minimum graphically portrays (1) the beginning and duration for each phase of the Work described in those specification sections included in the Project Manual, (2) a critical path, meaning a limited sequence of critical activities, which establishes a linked sequence of each critical activity, a delay to any of which will cause a delay in completion of the Work, and (3) the float, indicating an activity or sequence which does not necessarily have to start or end on the scheduled date(s) to maintain the schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner, the Architect and Program Manager. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Program Manager and the Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these General Conditions as progress reports) as set forth in Section 3.10.1 or if requested by either the Owner or the Architect. The Contractor shall take whatever action necessary to assure that the project completion schedule is met.

§ 3.10.5 The Contractor's schedule may be considered when requested extensions of time are evaluated. The Owner's need for delivery of completed Work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any schedule completion dates

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and milestone dates set out in the Contract Documents. The Contractor shall perform the work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met, Contractor will develop with the Owner, Program Manager and Architect a plan and a budget.

§ 3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1, and an equitable adjustment in the Contract Sum, if: 1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and 2) such rescheduling is required for the convenience of the Owner and is no attributable to any act or omission of Contractor.

§ 3.11 Documents and Samples at the Site

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

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor is to furnish or cause subcontractor to furnish, for the Owner and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ **3.11.1** The Contractor shall post all Addenda on Construction Documents prior to commencing work in the site.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

.1 Submittals shall be submitted at the earliest possible time in order to expedite delivery of critical or long lead time items. 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 schedule at least 30 days for the Architect or the Architect's Consultants' review and submittals shall be sequenced logically in accordance with the schedule, required fabrication and installation time.

.2 Where colors are to be selected by the Architect, the Contractor shall submit all product color samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four

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weeks of the date of the Contract for Construction. Regarding critical delivery items, wherever feasible, the Architect will release color selections on critical materials as they are needed.

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

.1 If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent resubmittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.

.2 The Architect will take no action on Shop Drawings, Product Data, and Samples that have not first been certified, by stamped, signed notation, as having been checked and approved by the Contractor for use in the Work, or that are not specifically required by the Contract Documents.**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(Paragraph deleted)

§ 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 accepted by the Architect.

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

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

§ 3.12.9.1 Deviation from the requirements of the Contract Documents indicated on shop Drawings, Product Data, and Samples, does not constitute the required notification "in writing.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services,

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

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

§ 3.12.11 The Contractor shall submit complete Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the contact for construction.

§ 3.12.12 The Contractor shall submit digital PDF's of Shop Drawings, Product Data, and similar submittals in the proper format according to the procedures stipulated within the Contract Documents. Digitally submitted Shop Drawings will be reviewed and marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or resubmittal as required. Contractor corrections or revisions shall be resubmitted to the Architect in accordance with same procedures. The digitally marked up prints will be retained by the Architect and his consultants. Samples shall be submitted directly to the Architect for review.

§ 3.12.13 The Contractor shall provide MEP coordination drawings within a schedule mutually agreed upon by the Team and prior to installing the Work, showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space 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 at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meeting intended purpose. The Contractor may propose an alternate method of accomplishing MEP coordination. If the alternate method is approved by the Team, it may be utilized.

§ 3.13 Use of Site

§**3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be 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 which 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, to the fullest extent reasonably possible, 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: 1) any area and buildings adjacent to the site or the Work or 2) the building in the event of partial occupancy.

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§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time

§ 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.14.3 Leave all chases, holes and openings, straight and true, of proper size, and cut them into existing work as may be necessary for the proper installation of the work. Consult with all Subcontractors concerned, regarding proper locations and size. In case of conflict between requirement for cutting and patching and any other requirement of the Work, submit request for direction before proceeding with the Work. In case of failure to leave or cut them in the proper place, openings shall be cut afterward at no expense to the Owner. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without prior approval. After such work has been installed, satisfactorily and carefully fit around, close up, repair, patch, and point up all cuts. Work shall be done with proper tools by workmen of the particular trade to which work belongs and shall be done without extra expense to the Owner. No description of specific cutting, patching, digging, etc., required for the work under a Specification Section that may be required for the proper accommodation of that work to the work of other trades shall relieve the Contractor from responsibility described above.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.15.3 Prior to the Architect's inspection for Substantial Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, 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; and make the Work ready in all respects for immediate and full use by the Owner.

§ 3.15.4 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor or deducted from the final payment to Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Program Manager, their designated representative, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or

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manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

FOR ALL CLAIMS NOT ADDRESSED IN THE ABOVE PARAGRAPH, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES AND (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK TO BE PERFORMED UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

§ 3.18.2 It is understood and agreed that Subparagraph 3.18 above is subject to, and expressly limited by, the terms and conditions of TEX. CIV. PRACT. & REM. CODE ANN. 130.001-130.005 (Vernon Supp. 1989), as amended or modified, or any successor statute. Contractor shall **not** be obligated under Subparagraph 3.18 to indemnify or hold harmless Program Manager, Architect or any agent, servant of employee of Architect from liability or damage that is caused by or results from:

.1 defects in plans, designs or specifications prepared, approved or used by the Architect; or

.2 negligence of the Architect in the rendition or conduct of professional duties called for or arising out of the Contract Documents and the plans, designs or specifications that are a part of the Contract Documents; and arises from:

.1 personal injury or death;

.2 property injury; or

.3 any other expense that arises from personal injury, death or property injury.

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

§ 3.19 Record Drawings

§ 3.19.1 Refer Owner's Closeout Procedures

§ 3.20 Prevailing Wage Rates

§ 3.20.1 As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, no employee used in this construction may be paid less than the minimum prevailing wage rate in effect for the Owner.

§ 3.20.2 The Contractor and each Subcontractor and Sub-subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law for each craft of type of workman or mechanic needed to execute this Contract.

§ 3.20.3 Determination of prevailing wages shall not be construed to prohibit payment of more than the rates

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identified.

§ 3.21 Antitrust Violations

§ 3.21.1 Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et.seq. (1973). The Contractor shall include this provision in his contracts with each Subcontractor and Supplier. Each Subcontractor shall include such provision in contracts with Sub-subcontractors and suppliers.

§ 3.22 Third-Party Beneficiary

§ 3.22.1 No person or entity shall be deemed to be a third-party beneficiary of any provision(s) of this Contract; nor shall any provision(s) hereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 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 responsibilities, activities or duties of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 Certain portions of the administration of the Contract will be performed by the Architect, others by the Program Manager. Both the Architect and the Program Manager will be treated as the Owner's representative to the extent set out in the Contract Documents. Neither the Architect nor the Program Manager shall have the authority to act on behalf of Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect or Program Manager..

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The Architect will neither have control over or charge of, no be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. Further:

.1 The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions.

.2 Upon reasonable request by the Owner, the Contractor shall accompany the Owner and Architect on an observation tour(s) of the building and shall note any defects and start remedying these defects within ten (10) days of the observation tour. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect.

.3 Section 4.2.2, and the provisions of the Architect's Agreement with the Owner shall govern the number of site visits by the Architect. In this case, the Owner and Architect may agree in writing on an alternative site visit schedule that is appropriate for this particular project.

.4 If during the Architect's site visits the Architect observes any deviation from requirements of the Contract Documents, the Architect (or designee) shall report within three (3) business days to the Owner any such deviation. A copy of said report shall be sent to the

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Contractor. Failure to observe or report any deviation shall not be a waiver to subsequently require correction of the same, similar or other deviations.

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect shall have authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract documents, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and approval of the Owner. 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 to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work, except when the Contractor's inability to perform the Work is a result of design flaw, error or omission.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.8.1 Allowance Expenditure will be authorized using Allowance Expenditure authorizations (AEA) executed by the Owner, the Architect and the Contractor. All Allowance Expenditure Authorizations will be incorporated into the contract by Change Order at the completion of the project. Work authorized by an AEA may be invoiced as it is completed.

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§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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.

§ 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 decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 All decisions on matters relating to aesthetic effect shall initially be made by the Architect; however, all such decisions are subject to the Owner's written approval.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for 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. 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. Wherever relevant, the term "Subcontractor" shall also include a person, or entity who supplies material or equipment for the Project.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect 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.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, 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.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. Prior to such change the Contractor shall notify the Architect of his intent and reasons for such proposed change**§ 5.2.5** The Contractor shall submit the list of proposed Subcontractors on AIA Document G805. The Contractor may obtain blank copies from the Architect.

§ 5.2.6 Contractor shall promptly notify the Owner, Architect and Program Manager of any material defaults by any subcontractor.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only to the extent permitted by law.

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

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

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 other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other Work with separate Contractors or forces. Owner shall have access to the building on the site at all times..

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

(Paragraphs deleted)

§ 6.1.3 The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the other until subsequently revised.

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§ 6.1.4 It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor. Contractor shall not be required to contract directly with the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this Agreement. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contain therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.1.1 No change in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless, prior to performing the changed Work, the Contractor has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time.

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§ 7.1.1.2 Contingency Allowance Expenditure Authorization. A change in the work that does not require a change in Contract Sum or Contract Time may be paid from a designated Project Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Architect and signed by the Architect, Owner, Contractor and Program Manager directing a change in the Work.

§ 7.1.2 A Change Order shall be based on agreement among the Owner's Board of Trustees, Contractor, and Architect, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 2.4. or the Owner's assessment of liquidated damages as allowed by the Contract Documents. In such event, the Change Order is deemed approved by Contractor, and Contractor's signature(s) are not required. A Construction Change Directive requires agreement by the Owner, or the Owner's representative, and Architect, and may or may not be agreed to by the Contractor; an order for a minor change may be issued by the Architect alone.
§ 7.1.2.1 Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the work or supply additional labor, services, or materials beyond that actually required by the terms of the Contract Documents, unless made pursuant to a written order from Owner authorizing Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the 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.

§ 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 Methods used in determining adjustments to the Contract Sum shall be determined in one or more of the ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected:

.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, any lump sum over the amount of $10,000.00 shall be broken down to represent the estimated cost of labor and materials plus mark-ups to cover overhead and profit.

.1 To compensate the Contractor, Subcontractor, or Sub-subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single mark-up not to exceed 10% of the estimated cost of that part of the Work.

.2 To compensate (a) the Contractor for the combined cost of overhead and profit on Work performed by Subcontractors, or (b) Subcontractors for the combined cost of overhead and profit on Work performed by Sub-subcontractors, the Contractor or Subcontractor shall be entitled to a single mark-up not to exceed 5% of the subcontract amount.

.3 When a Sub-subcontractor performs the Work of a change, the maximum mark-up not to exceed 10% for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single mark-up not to exceed 5% of the cost to them for the Subcontractor and Sub-subcontractor, respectively.

.2 By 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.

.3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

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.4 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2.2 shall be limited to the costs established in Sections 7.3.7.1 through 7.3.7.5.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all claims by the Contractor directly or indirectly arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§ 7.3 Construction Change Directives

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

(Paragraph deleted)

§ 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 methods described in Section 7.2.2 or as provided in Section 7.3.4.

(Paragraph deleted)

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, directly related to the change and required by Contract Documents (unless the change is charged to an allowance already included in the Contract Sum, in which case additional mark-ups for these items will not be allowed; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or 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 as confirmed by the Architect. When both additions and credits

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covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or 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 or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Allowable Markups for Changes in the Work

§ 7.5.1 Unless otherwise directed, the procedure and markup of the costs for additional work shall be determined in the following manner:

.1 Upon Change Proposal request, the Contractor shall quote the cost for changes in the work showing separately, credits and additional costs broken down by headings used in the Schedule of Values. Further breakdown into units of labor and materials may be required if agreement on cost cannot be reached using the breakdown by headings. The final cost shall be the amount of the Total Contract Value Change shown on the Change Proposal signed by the Contractor and Owner. For general construction work, not subcontracted, the Contractor shall consider as costs the actual invoice amount for additional materials, the sales tax on additional materials when applicable, the wages paid for additional direct labor, plus the Contractor's usual markup of wages to cover additional labor related costs such as insurance, taxes and fringe benefits.

.2 On changes executed within the Owner's Contingency Allowance, Contractor shall have included costs for combined overhead and profit, to the extent permitted by the Contract Documents, and General Conditions costs, including the cost of superintendents, field office expense, temporary facilities and services, small hand tools, construction equipment not specifically provided for the change in hand, home office expense, bond and building insurance premiums, and managing the Subcontractor's work, in his Base Contract amount. Allowed overhead and profit fee on Owner's Contingency Allowance changes to be included in the total cost to the Owner shall be based as follows:

.1 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's of Sub-subcontractor's own forces, ten percent (10%) of the cost.

.2 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractors.

§ 7.5.2 If any additional Work is authorized outside of or in excess of the Owner's Contingency Allowance, the combined overhead and profit for this work shall be based as follows:

.1 For the Contractor, for Work performed by the Contractor's own forces, a maximum total markup of ten percent (10%) of the actual cost on a lump sum project, or the Contractor's Construction Phase Fee on a Guaranteed Maximum Price Project.

.2 For Work performed by the Contractor's Subcontractor(s), five percent (5%) of the amount due the Subcontractor(s).

.3 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, a maximum markup of ten percent (10%) of the actual cost.

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.4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

§ 7.5.3 In order to facilitate checking of quotations for extras or credits, all proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete and detailed itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.5.4 Change orders, as they are accepted by the Owner, shall be entered under heading "Change Orders" in the next current Request for Payment.

§ 7.5.5 All credits to or deductions from the Contract Sum, a Contingency or an Allowance shall be calculated using the same methodology set forth in this Section 7.5. All unused Contingency or Allowance amounts shall be credited back to Owner prior to final payment, along with any markups included in the Contract Sum or GMP on such unused amounts.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. See further definition of "Day" in Section 1.9.10.§ 8.2 Progress and Completion

(Paragraph deleted)

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms 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.

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

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other unforeseeable causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. **No extensions of the Contract Time will be granted for inclement weather, except for Force Majeure events consisting of named storms or government declared emergencies resulting from extreme weather.**

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The parties hereto agree that time is of the essence of this Contract and that pecuniary damages would be suffered by the Owner if the Contractor does not substantially complete all Work called for in the

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Contract Document by the specified date, which damages are, by their very nature, difficult of ascertainment. It is therefore expressly agreed, as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Contractor a sum equal to the amount stated in the Contract Documents, per phase for each and every Calendar Day beyond the agreed date which the contractor has agreed to for Substantial Completion of the Work included in the Contract Documents. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not substantially completed within the agreed time, or with the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only, and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. The liquidated damages assessed herein shall be Owner's sole remedy for time delays between the deadline for substantial completion and Contractor's achievement of substantial completion.

§ 8.3.5 Failure to complete and close-out the Project, and complete all Punch List items, within sixty (60) days after the scheduled Substantial completion date will additionally entitle the Owner to deduct from the final payment made to the Contractor a sum equal to the amount stated in the Contract Documents, per phase, for each and every Calendar Day beyond the 60-day close-out period. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Project close-out does not occur on a timely basis. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. If the Contractor is delayed through no fault of the Owner, the Substantial Completion is not achieved by the agreed contract completion date, the Project close-out period of sixty (60) days will not be extended by the number of days of delay past the actual Substantial completion date and will remain based upon the agreed contract completion date.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum 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.

§ 9.1.1.1 The Owner is exempt from payment of Texas State Sales Tax on materials required for the Work. Therefore, to comply with the law, the Contract Sum shall be broken down into the amount of cost for labor and the amount of cost for materials. This breakdown shall be provided by the Contractor within ten (10) days of award of Contract.

§ 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 shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect and Program Manager a schedule of values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect and Program Manager, and updated for changes in the Work, the schedule of values shall be used only as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The schedule shall not overvalue early job activities. Each item shall include a pro-rata portion of overhead and profit. The schedule shall follow the divisions of the Specifications so far as practicable and shall contain line items for equipment and system start up and testing.

§ 9.2.1 General Contractor's cost for Contractor's fee, bonds and insurance, General Conditions, etc., shall be listed as individual line items.

§ 9.2.2 Schedule of Values shall break each line into materials and labor. Once approved by the Owner and Architect, it shall be used as basis for reviewing Application for Payment but not be taken as evidence of market or other value.

§ 9.2.3 Contractor's cost for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

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§ 9.2.4 On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule shall indicated line items and amounts in detail, (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.)

§ 9.2.5 Costs for subcontract work shall be listed without any addition of General Contractor's costs for overhead, profit or supervision.

§ 9.2.6 The Contractor shall include a value for the coordination documents/drawings on the schedule of values.

§ 9.2.7 The Contractor shall include a value for the correction of deficiencies noted by the Commissioning Agent and the Test, Adjust and Balance consultant on the schedule of values for each sub-contractor subject to commissioning and test, adjust and balance requirements.

§ 9.3 Applications for Payment

§ 9.3.1 No later than 3 working days prior to the first Wednesday of each month, submit an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage, as provided elsewhere in the Construction Documents. Information on the form shall be divided into the same last day of the month preceding, which shall also be the basis of payment or as agreed by the Owner, Contractor and Architect by verification at the site, prior to submittal.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

§ 9.3.1.2 Contractor agrees, for purposes of Texas Government Code 2251.042, receipt of the Certified Applications for Payment from the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Program Manager's receipt of the Certificate of Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Section 2251.042

§ 9.3.2 Payments will be made on account of materials or equipment 1) incorporated in the Work; 2) suitably stored at the site; or 3) 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 Surety must agree, in writing, to each request for payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the offsite storage area for confirmation.

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 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.

The Contractor acknowledges that the review of materials and/or equipment stored off the side is an additional service of the Architect, and the Contractor shall be charged for that service. The cost for such service will be established by the Architect and is not subject to appeal.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The Contractor shall submit requests for payment in duplicate, using AIA Document G702, Application and Certificate of Payment, as the cover sheet. Continuation sheets showing in detail the amounts requested, etc., shall be submitted using AIA Document G703, Continuation Sheet, or a computerized version of these documents previously approved for use. The information provided on the continuation sheets in the Description of the Work and Scheduled

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Values columns shall match the corresponding information shown on the approved Schedule of Values. All blank spaces on AIA Document G702, Application and Certificate of Payment, must be completed and the signatures of the Contractor and Notary Public shall be original on each form. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

§ 9.3.5 The Contractor shall submit the Fort Bend ISD Subcontractor Progress Assessment Form with each application for payment requesting payment be made for Work performed by a subcontractor that qualifies as a "small business" pursuant to FBISD Board Policy CV (Local). The Contractor shall also ensure that, once Contractor makes the applicable payment to the Small Business Subcontractor, the Subcontractor completes the Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form in its entirety and Contractor agrees to submit the completed copies to Owner with the next application for payment. The completed Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form must be received by the Owner before any further payment will be made to Contractor for any Work performed.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1

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

1. Defective Work not remedied;
2. Third party claims field or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. Failure of the Contractor to make payments properly to Subcontractors or 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 another contractor;

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6. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
8. Failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party 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.

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

§ 9.5.5 If the work has not attained Substantial Completion by the date agreed upon and set forth in the Amendments, subject to extensions of time as described in the Contract Documents, Owner may, in sole discretion, direct Architect or Program Manager to withhold payment to Contractor to the extent necessary to reserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated Substantial Completion will be achieved. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make progress payments in accordance with the following Section which shall be inserted as Article 5, Progress Payments, in the Owner-Contractor Agreement, AIA Document A101, 2017 Edition.

.1 Based upon the applications for payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

.2 Not later than twenty (20) working days following the first Wednesday of each month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Applications for Payment shall be submitted by the first Wednesday of the month.

.3 Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. More specifically, if only five percent (5%) retainage is withheld by the Owner on payments to the Contractor, then the Contractor shall withhold only five percent (5%) retainage on payments to subcontractors; and subcontractors shall withhold only five percent (5%) retainage on payments to sub-subcontractors. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.6.9 Within seven (7) calendar days of receipt of payment from the Owner, the Contractor shall pay each subcontractor, out of the amount of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payment to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Owner is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this section shall create any right on the part of a Subcontractors or Sub-subcontractor against Owner, Architect or Program Manager. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Contract. Contractor shall include a provision in each of its Subcontractor's imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.10 Contractor shall not withhold as retainage a greater percentage on Subcontractors or material men than the percentage Owner withheld as retainage from payments to the Contractor.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 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 In order to initiate and facilitate the preparation of the Contractor's list of items to be completed or corrected (Punch List), the Architect and Program Manager, if requested by the Contractor, will inspect a few representative rooms with the Contractor's superintendent and the office project manager to assist the Contractor in the preparation of the Contractor's Punch List. The Contractor's superintendent shall participate in the preparation of the Contractor's Punch List that is submitted to the Architect and shall personally inspect each and every item himself before certifying to the Architect that listed items have been corrected. 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 revision and the inspection for determining the Date of Substantial Completion will be delayed until the Punch List submitted is a reasonable representation of the work to be completed. To further facilitate completion of the Work the Contractor's superintendent shall accompany the Architect and his consultants during their inspections and the preparation of their supplements to the Punch List and the superintendent shall record or otherwise take note of those supplementary items. The Architect will endeavor to furnish to the Contractor typed, hand-lettered, written or recorded supplements to the Punch List in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect shall not be cause for a claim for additional cost or extension of time as the Contractor's superintendent shall have been in attendance during the inspections of the Architect and his consultants and will have been expected to taken his own notes. Furthermore, a significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judges of what constitutes a significantly large number of items.

§ 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, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met:

.1 All inspections by governmental authorities having jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.

.2 All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

The following items are a partial specific list of requirements, as applicable to the Project, that must be completed **prior** to established Substantial Completion of all portions of the work (Including the Substantial Completion of the

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commissioning phase).

1. All fire alarm system components must be completed and demonstrated to the Owner.
2. Local fire marshal approval certificate, or similar Certificate of Occupancy from the governing agency, must be delivered to the Owner.
3. All exterior clean-up and landscaping must be complete.
4. All final interior clean-up must be complete.
5. All HVAC air and water balancing must be complete.
6. All required commissioning must be complete.
7. All Energy Management Systems must be complete and fully operational and demonstrated to the Owner.
8. All communications equipment, telephone system, and P.A. systems must be complete and demonstrated to the Owner.
9. All final lockset cores must be installed and all final Owner directed keying completed.
10. All room plaques and exterior signage must be completed.
11. All Owner demonstrations must be completed including kitchen equipment, HVAC equipment, plumbing equipment, and electrical equipment.
12. A final certificate of occupancy must be signed by the Contractor and delivered to the Owner.

§ 9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, G704 current edition, the Contractor will be allowed a period of thirty (30) days (unless extended by mutual agreement or provision of the Contract) within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of 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 fifteen (15) additional days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Section 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) days after the date of Substantial Completion (unless extended by mutual agreement or provision of the Contract) may be deducted from the funds remaining to be paid to the Contractor. Should corrective work following Substantial Completion require more than one reinspection after notification by the Contractor that corrections are complete, the cost of subsequent inspections may also be deducted from funds remaining unpaid to the Contractor.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer 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 the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect and the Program Manager finds the Work acceptable under the Contract Documents and the Contractor fully performed, the Architect and the Program Manager will promptly prepare, sign and issue a Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that, on the basis of the Architect's and the Program Manager's on-site

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visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance, including all retainages found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and the Program Manager'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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) 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) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Prior to final payment, the Contractor shall meet all of the requirements of Owner's Closeout Procedures.**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

(Paragraph deleted)

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

§ 9.10.6 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty-one (31) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, and the Final Certificate for Payment has been issued by the Architect. The final payment will not be made until all of these conditions have been satisfied.**§ 9.10.7** Contractor agrees that the Owner may place and install as much equipment and furnishings during the progress of the building as is possible before completion of the various parts of the Work, or may occupy portions of the Work before substantial completion of the entire Work, and further agrees that such placing and installing of equipment and furnishings or occupancy of portions of the Work shall not in any way evidence the substantial completion of the entire Work, or signify Owner's acceptance of the Work, nor does it affect claims for liquidated damages in case Substantial Completion is not achieved as required unless the failure to reach Substantial Completion is the result of the early move-in or occupancy. Owner will assume the responsibility for any damages to the Work caused by such occupancy.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 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 Contractor 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 duties herein shall not relieve any Subcontractor and any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, form 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, 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, posses, 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 implemented it's own Safety Manual to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an accident 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 alcohol or drug test.

§ 10.1.4 Contractor will comply with all applicable federal, state and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and the Contractor agrees that the Contractor's representative, employees, agents, and sub-contractors will abide by the same.

§ 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 and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards, for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property

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adjacent to the Project and improvements therein. Any damage to such property for 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 of 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 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 explosives materials on Owner's property is prohibited unless expressly approved in advance by authorities having jurisdiction and in writing by Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Program Manager and the Architect reasonable advance notice of the presence or use of such materials, equipment, or methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work which meets or exceeds the minimum requirements set forth in the provisions of the FBISD Safety Plan. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596,29 U.S.C. § 651 et. Seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. However, the Contractor's duties shall not relieve any subcontractor(s) or any person or entity (e.g. a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The performance of the foregoing services by the Contractor shall not relieve the Subcontractors of their responsibilities for the safety of persons and property and for compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the conduct of the Work.

§ 10.2.10 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. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions.

§ 10.2.11 The Contractor shall promptly report in writing to the Owner, Program Manager and Architect all accidents

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arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witness. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Program Manager and the Architect.

§ 10.2.12 The Contractor shall be responsible for the protection and security of the Work until it receives written notification that the Substantial Completion of the Work has been accepted by the Owner.

§ 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. 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 encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Section 10.3.2.

§ 10.3.1.1 Owner and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

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

(Paragraphs deleted)

§ 10.3.7 As part of the construction contract close out process, and prior to receiving payment of any of the retainage, the Contractor and his subcontractors shall submit notarized statements pertaining to the above referenced hazardous materials.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

The Owner reserves the right to review the insurance requirements during the effective period of any Contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by Owner based upon changes in statutory laws, court decisions or potential increase in expense to loss.

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(Paragraphs deleted)
§ 11.2 § 11.2.1 § 11.2.2 § 11.2.3 § 11.2.4 § 11.2.5 § 11.2.6 intentionally deleted.
Please refer to Exhibit A to AIA Document A133-2009, Insurance and Bond Requirements.

(Paragraphs deleted)
§ 11.3 The Owner requires that the following insurance requirements be satisfied:

.1 No Work shall be commenced until all insurance requirements set forth in this Agreement have been approved by the Owner in writing.

.2 All insurance policies and certificates required hereunder shall be in form and content satisfactory to the Owner.

.3 The Owner shall be furnished an ACORD form Certificate of Insurance evidencing all policies and endorsements required by this Agreement prior to execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance.

.4 Each Insurance coverage/policy shall contain a provision that at least thirty (30) days prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.

.5 Insurance shall be underwritten by a company licensed to do business in Texas, satisfactory to Owner and rated minimum A-VII by A.M. Best.

.6 The insurance coverages specified herein shall be maintained at all times during the term of the contract and, with the exception of builder's risk coverage, shall be maintained for a minimum of one (1) year thereafter.

.7 No deletions/exclusions from the standard coverage form are allowed without the prior written consent of the Owner.

.8 All insurance except Professional Liability must be issued on an occurrence basis.

.9 The Contractor shall be responsible for all deductibles; the Owner shall approve the deductibles selected.

.10 With the exception of Excess Umbrella Coverage, the coverage afforded by each carrier must be a primary over any other applicable insurance.

.11 In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the Owner as Additional Insures, and (b) showing waivers of subrogation in favor of the Owner.

§ 11.4 Performance Bond and Payment Bond
§ 11.4.1 The Contractor shall provide a Performance Bond, in the penal sum equal to one hundred percent (100%) of the Contract Sum, if the formal Contract is in excess of One Hundred Thousand Dollars ($100,000.00) and a Labor and Material Payment bond, in the penal sum equal to one hundred percent (100%) of the Contract sum if the formal contract is in excess of Twenty Five Thousand Dollars ($25,000.00).

§ 11.4.2 The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an attached authorized power of attorney. Such Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of a least A-X and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570).

§ 11.4.3 The Performance Bond Form and the Payment Bond Form included herein shall be executed and submitted to the Architect in duplicate prior to commencement of the work. The surety companies must be acceptable to the Owner and licensed admitted carriers in the State of Texas; and the companies must appear in a current Federal Treasury list as Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds land as Acceptable Reinsuring companies.

§ 11.4.4 Each bond shall be of penal sum equal to one hundred percent (100%) of the Contract Sum and shall be compatible with the provisions of the governing authority. 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 force throughout the warranty period of the contract. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an authorized power of attorney attached.

§ 11.4.5 Claims must be sent to the Contractor and his Surety in accordance with Article 5160, Revised Civil Statutes. 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.

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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.

§ 11.5 Worker's Compensation Insurance

§ 11.5.1 Comply with the requirements of Rule 28, TAC §110.110, Reporting Requirements for Building or Construction Projects for Governmental Entities

§ 11.5.2 Definitions:

.1 Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing service as on a project, for the duration of the project.

.2 Duration of the project –includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

.3 Persons providing services on the project ("subcontractor" in §406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity which furnishes persons to provide services on the project. "Services" include without limitation, providing hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply delivery, and delivery of portable toilets.

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

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

§ 11.5.5 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.

§ 11.5.6 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 projects 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.

§ 11.5.7 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(Paragraphs deleted)

§ 11.5.8 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

§ 11.5.9 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack coverage.

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§ 11.5.10 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 meet the statutory requirements of Texas Labor code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.

.2 Provide 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 shown on the current certificate ends during the duration of the project.

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

.1 A certificate of coverage, prior to the other person beginning work on the project, and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project, and

.7 Contractually require each person with whom it contracts, to perform as required by these subsections (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.5.11 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 actions.

§ 11.5.12 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect 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 shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstance, if the Contractor does not promptly respond to a Notice of Defect or nonconforming Work.

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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.

§ 12.2.1.1 In the event of failure of a specified project, either during construction or the correction period, the Contractor shall take appropriate measures with the manufacturer of the product to assure correction or replacement of the defective products.

§ 12.2.1.2 Refer to 01 77 00, Closeout Procedures in Division One for further terms regarding warranties which will be required prior to final payment.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 Approximately eleven months after substantial completion, the contractor shall accompany the Owner and Architect on an "end of the one year correction period" reinspection of the Project. Additional deficiencies observed or reported shall be corrected by the Contractor.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 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.

§ 12.3 Acceptance of Nonconforming Work

§ 12.3.1 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.

§ 12.3.2 The Owner's use and/or occupancy of any or all of the Project site shall never be construed as an acceptance of Work not in conformance with Contract Documents. The Owner reserves the right to enforce provisions of the Contract unless the Owner's acceptance is provided to the Contractor in writing.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals 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. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 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 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.

§ 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

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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§ 13.7 Equal Opportunity

§ 13.7.1 The contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8 Criminal Background Checks

The Contractor/Subcontractor shall certify the Criminal Background Check, as stated in Fort Bend ISD Board Policy CJA and the form included herein, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117, and shall comply with all requirements of such laws and policy.

§ 13.9 Required Certifications

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. Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that 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 terminating business activities 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.

Contractor verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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 30 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;

.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 on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The Contractor hereby assigns the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et. Seq. (1973).

§ 14.2.6 If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

§ 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 shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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.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 the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed up to date of receipt of the notice of termination, plus costs of demobilization.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within ninety (90) days after occurrence of the event giving rise to such Claim or within ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

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

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 No extensions of the Contract Time will be granted for inclement weather, except as stated in Section 8.3.1.

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(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 11.3.9 and 11.3.10, or claims alleging an error or omission by the Architect, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. If the parties are unable to agree, any claim, dispute or matters arising out of the contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties, but subject to mediation, if both parties so agree, and subject to legal or equitable proceedings in a court having jurisdiction thereof. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation.

(Paragraphs deleted)

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

(Paragraph deleted)

§ 15.2.9 The prevailing party in any judicial proceeding arising from the Contract Documents shall recover its reasonable and necessary attorneys' fees.

§ 15.3 Mediation

(Paragraph deleted)

§ 15.3.2 The parties may mutually agree to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period of agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

(Paragraphs deleted)

ARTICLE 16 Contractor Accounts, Records, and Inspection

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 the respective agents. Job Records must be retained by Contractor for at least seven (7) years after the date of Final Completion of the Project. Furthermore, the Contractor shall promptly provide copies, including by electronic means, of all documents that may be required by the State Public Information Act.

ARTICLE 17 Business Ethics

§ 17.1 During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner, its Program Managers, or its Architects, or to family members of any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel, its Program Managers and its Architects.

§ 17.2 The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the Fort Bend Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with the respect to the performing of such a contract. In the event the Construction Agreement is cancelled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

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General Conditions of the Contract for Construction

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Additions and Deletions Report for
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(Name, legal status and address)

Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479
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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), Performance Bond, Labor and Material Payment Bond, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the ~~Agreement,~~ 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,~~ Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to ~~bid, Instructions to Bidders,~~ propose, instructions to Proposers, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's ~~bid or proposal,~~ Proposal or portions of Addenda relating to ~~bidding or proposal requirements.~~proposal requirements).

...

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. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents. Nothing in these Conditions shall be interpreted as imposing on either the Owner or the Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work, including, without limitation, shoring, scaffolding, hoists, weatherproofing, or any temporary facility or activity, since these are the sole responsibility of the Contractor.
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§ 1.2.1.2 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications (such as Change Orders) signed by the Contractor and Owner.
.2 The Agreement. (AIA Document A101-2017)
.
.3 The General Conditions of the Contract for Construction
.4 Addenda, with those of later date having precedence over those of earlier date

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.5 Drawings and Specifications

Should these Documents disagree in themselves, the Architect and Owner will select the appropriate method for performing the Work, to facilitating avoiding increase in the Contract cost. If an item is shown one place in the Drawings, but no another, or called for in a schedule or the specifications but not shown on the Drawings, or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions.

§ 1.2.1.3 Relation of Specifications and Drawings: To be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of Work indicated. In the event of the above mentioned disagreements, the resolution shall be determined by the Architect and Owner.

...

§ 1.2.4 In the case of inconsistency within or between the Drawings and Specifications discovered prior to Proposal Submission Time but too late to be clarified by an Addendum, the better quality or greater quantity of Work shall be included in the Proposal. Clarification of any inconsistency will be accomplished with the Contractor after award of Contract and, if necessary, an appropriate reduction in the Contract will be accomplished by Change Order.

§ 1.2.5 Product and Reference Standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices which the Contractor knows, or in accordance with the standard of care for a Contractor should have known, is necessary for proper functioning shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required and no edition is specified by the Contract Documents, the current edition at the time of Contract execution shall apply whether or not the proper edition was set out in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except:

.1 They do not supersede more stringent standards set out in the Contract Documents, and

.2 any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

§ 1.2.6 Relations of Specifications and Drawings. General Requirements in the Specifications govern the execution of all Work. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. 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. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

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§ 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~~ Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer at the corporation for which is was intended, or if delivered at or sent by certified mail, or by registered or certified mail, or by courier service providing proof of delivery, to the last business address known to the party giving notice, or if delivered by facsimile or other electronic communications to the offices of the person or corporation for which it was intended. For facsimiles or other electronic communications received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served ~~if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~on the next business day.

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

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§1.9 Miscellaneous Other Definitions

§1.9.1 Addenda, Addendum. Documents issued by the Architect prior to execution of the Owner Contractor Agreement for this Project that modify or clarify the Proposal Documents. All addenda become a part of the Contract Documents.

§1.9.2 Alternate Proposal(s). A separate amount stated on a separate Proposal Form which, if accepted by the Owner, will be added to or deducted from the Base Proposal. If accepted, the work that corresponds to the alternate proposal will become part of the agreement between Owner and Contractor. Alternate proposals shall remain valid for the same period of time as the Base Proposal after receipt of proposals, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

§1.9.3 Approved, Approved Equivalent, Approved Equal, or Equal. The terms Approved, Approved Equivalent, Approved Equal, and Or Equal, relate to the substitution of products or systems approved in writing by the Architect. Refer to Paragraph 3.4.2, Substitution of Products and Systems, for procedures which must be followed after award of contract. The substitution procedure process to be followed prior to receipt of proposals is described in the Instructions to Bidders.

§1.9.4 Base Proposal. The Contractor's proposal for the Work, not including any Alternates.

§1.9.5 Contract Time. The period of time which is established in the Contract Documents for Substantial Completion of the Work. This period of time is subject to authorized adjustments as enumerated in the Contract Documents.

§1.9.6 Date of Agreement. The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted in the first page of the Agreement between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of Work.

§1.9.7 Date of Commencement of the Work. The date of a written Notice to Proceed to the Contractor for a given portion of the Work. This date constitutes day zero (0) of the stated Contract Time. The Notice to Proceed will be issued after the District has received and validated the Contractor's Payment Bond, Performance Bond and Insurance.

§1.9.8 Date of Final Completion. The end of construction. See AIA Document A201, Section 9.10.

§1.9.9 Day. The following days are referenced in the documents:

.1 **Calendar Days**: The Contract Time is established in Calendar Days and extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.

.2 **Holidays:** The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after and Christmas Day.

.3 **Regular Work Days:** All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved, will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).

.4 **No extensions of the Contract Time will be granted due to inclement weather except as stated in Section 8.3.1.**

§ 1.9.10 Final Completion. Achieved after the Work has been completed by the Contractor, the final inspection has been performed by the Architect and the Owner, the Contract Closeout process has been completed, and the final Certificate for Payment has been issued by the Architect to the Owner. See Sections 1.1.14 and 9.10 and Specification sections regarding Contract Close Out.

§1.9.11 Notice to Proceed. A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

§ 1.9.12 The Project Manual. A volume assembled for the Work which may include the Proposal requirements, sample forms, Conditions of the Contract, Drawings and Specifications.

§ 1. 9.13 Proposal. A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted

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on the prescribed forms in accordance with the Proposal Documents.

§ 1.9.14 Proposal Documents. All documents and bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Proposal requirements, Contract and other forms, Conditions of the Contract, the Specifications, and a list of Drawings and Schedules, some of which are bound into the Project Manual (other Drawings and Specifications are bound separately).

§ 1.9.15 Proposer. A person or entity who submits a Proposal.

§1.9.16 Provide. Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

§1.9.17 Punch List. A comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. See AIA Document A201, Section 9.8.

§ 1.9.18 SMALL BUSINESS ENTERPRISE PROGRAM ("SBEP"). Owner has adopted the SBEP to provide increased business opportunities for locally certified small businesses to competitively participate in contracting and procurement within FBISD. *See* FBISD Board Policy CV(Local).

§ 1.9.19 SUB-PROPOSER. A person or entity who submits a Proposal to a Proposer for materials, equipment or labor for a portion of the Work.

§1.9.20 Unit Prices. A cost for a unit of work as described in the Contract Documents. The Owner may add or deduct Unit Price work at the amounts stated on the Proposal Form and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors."

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§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express~~ All parties understand that only the Board of Trustees for the Owner acting as a body corporate has the authority to bind the Owner with respect to all matters requiring the ~~Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.~~ Board's approval under current policy of the Board of Trustees for the Owner, including, but not limited to, Change Orders. Except as otherwise provided in Section 4.2.1, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

~~**§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.**~~

§ 2.1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into a contract, to approve a Change Order requiring an increase in the Contract Sum, or agree to an extension to the contractual Completion Date, unless this authority is lawfully delegated. Neither Architect nor Contractor may reply upon the direction of any employee of Owner or Program Manager who has not been designated in writing by the Superintendent of Schools or Board of Trustees of Owner; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.3 The presence of the Owner, Program Manager or Architect at the Work site does not imply acceptance or approval of the Work.

§ 2.1.4 The Owner, being a public body under the laws of the State of Texas, must have funds in the full amount of the Contract on hand prior to award and execution of the Contract. Furthermore, no Contract exists between the Owner and the Contractor until the formation of the Contract is approved by a majority of the Board of Trustees of the Owner in open session at a duly held Board meeting, and the contract is signed by an authorized Owner's representative.

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§ 2.1.5 At any time prior to the Owner's receipt of the executed Agreement with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in this Agreement by delivering to the Contractor a written notice stating so. Such notice shall be signed by the Owner's Director of Purchasing or designee, and shall be effective on receipt by the Contractor. The rejection of the offer described in this Agreement, shall cause no obligation or duty to the Owner save return of bid or proposal security, if any, if rejection is without cause. This section does not pertain to rejection for cause by the Owner, or for the Contractor's failure to provide require bonds or insurance.

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

~~**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

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§ 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 Contractor shall pay the cost of reproduction, postage, and handling of all sets of Drawings and Specifications necessary for the Contractor to execute the Work. If the Contractor requests in writing that the Architect and his Consultants update the original Drawings and Specifications to incorporate Addendum items, or Modifications, the Architect and his Consultants will do so at their expense. However, the Contractor shall pay the cost of reproduction, postage and handling of all sets of Drawings and Specifications necessary for the Contractor to execute the Work.

...

If the Contractor defaults or neglects to carry out the ~~Work~~ work in accordance with the Contract Documents and ~~fails within a ten-day period~~ fails, after receipt of written notice from the ~~Owner~~ Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such ~~default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and 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 reasonable~~ deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including the Owner's expenses and compensation for the ~~Architect's additional services made necessary by such default, neglect, or failure. If current and future payments~~ Architect, Program Manager and other consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the ~~Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~Owner within thirty (30) days of receipt of written notice from the Owner therefor.

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§ 2.5.1 After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner

§ 2.7 Owner's Right to Occupy the Project

§ 2.7.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not yet have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents. If the Contractor determines that said occupancy may cause a delay to the completion of the project, he shall notify the Owner in writing immediately.

§ 2.7.2 Refer to Article 11 Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

§ 2.7.3 If Contractor has not completed the obligations of the Contract Documents by the dates established by subsequent Amendments to the Agreement Between Owner and Construction Manager, the Owner shall have the right to occupy or use the entire project.

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

§ 3.1.4 The Contractor must be fully qualified under any state or local licensing laws for Contractors in effect at the time and at the location of the work. The Contractor is responsible for determining that all of his subcontractors and prospective subcontractors are duly licensed in accordance with the law.

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or ~~Architect~~ architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities provided such errors, inconsistencies, omissions, differences, or nonconformities could not have been ascertained from a careful study of the Contract Documents.

§ 3.2.5 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 and his determination that the work complies with the Contract Documents. The Contractor shall arrange meetings for the Architect, prior to commencement of the Work, with all major subcontractors, to allow the subcontractor to demonstrate his understanding of the documents to the Architect and to allow the subcontractor to ask for any interpretation he may require. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 3.2.6 If, in the opinion of the Architect and the Program Manager, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to

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expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.5, 3.2.6 and 3.7 before additional services are performed.

§ 3.2.7 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification. If the Contractor fails to perform the obligations of Section 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

§ 3.2.8 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its construction work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. 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 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.

§ 3.2.9 Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during its construction work resulting from its negligent conduct

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§ 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 ~~notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. . It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent Contractor status described herein. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractors'

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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 weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students, and teachers, staff and visitors, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner's property and immediate removal from the site.

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§ 3.3.4 The Contractor is especially cautioned to coordinate the routing of mechanical and electrical items prior to commencing these operations.

§ 3.3.5 Contractor shall bear sole responsibilities 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. On trench excavations in excess of 5 feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.

§ 3.3.6 Any time that the Contractors' 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 are on site, the work shall be supervised by a qualified employee of the Contractor.

§ 3.3.7 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 their 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

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§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~The materials, products, and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products, or systems provided that same meets the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

.1 If, after award of contract, the Contractor of one of his Subcontractors, or Suppliers determines 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 the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary

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by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate Modification.

.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products on the Work in place of those specified only under the conditions set forth in specification referring to Product Options and Substitutions.

.3 Requests for substitution, received by the Architect later than forty five (45) days after "Notice to Proceed" or "Date of Commencement of the Work" (whichever occurs first), may result in additional costs to the Owner. Contractor agrees to reimburse the Owner through deductive Change Order to the Contract, for all costs associated with such requests.

.4 By making request for substitutions based on Subparagraph 3.4.2 above, the Contractor

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified, and is suitable for the intended purpose;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

.5 Substitution requests shall be submitted on the forms included herein and in accordance with the process established in specification referring to Product Options and Substitutions.

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.1 State law prohibits possession and/or use of alcohol and tobacco products on school property at all times.

.2 State law prohibits weapons or firearms on school property.

.3 There shall be zero tolerance for fraternization with students, teachers and any other school district personnel, Contractor will immediately remove any employee that violates this provision from the project.

.4 No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

.5 Background checks

Contractor must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The Owner may terminate this Agreement pursuant to Article 14 Termination if the Owner determines that the person or business entity failed to give notice as required by this section or misrepresented the conduct resulting in the conviction. This section requiring advance notice does not apply to a publicly held corporation. THE CONTRACTOR RELASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW.

§ 3.4.4 The Contractor shall disclose the existence and extent of any financial interests, whether director indirect, such Contractor may have in any Subcontractor or material supplier which the Contractor may propose for this Project.

...

§ 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~~ new, unless the Contract Documents require or permit otherwise. The ~~Contractor~~ 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. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect ~~caused~~ cause by abuse, ~~alterations~~ material alteration to the Work not executed by the Contractor, ~~improper or insufficient maintenance, improper operation,~~ insufficient maintenance or maintenance not in compliance with written instructions therefor, operation not in compliance with written instructions therefor, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall

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furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties set out in this section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

...

§ 3.5.3 In the event of failure in the Work, including a specified product, whether during construction, or the correction period (which shall be one (1) year from the Date of Substantial Completion, except where a longer period as specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Architect. Upon correction of warranty items, the Contractor shall provide the Owner and Architect with written notification of said correction. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.4 The Contractual Correction Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completions shall have their warranties (general and any extended warranty periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time extensions. This correction period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

§ 3.5.5 The Contractor shall accompany the Owner and Architect for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The contractor shall provide written notification to the Owner and Architect when said Punch List items and/or additional deficiencies observed have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.6 Contractor shall certify that the Project has been constructed in conformance with the Architect's or Engineer's plan, specifications, and Contract 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). The Contractor shall deliver to the Owner its written guarantee, in the form attached to this contract as Exhibit "F", guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury except from proper and usual wear and tear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper, imperfect or of unsatisfactory material and/or workmanship, without cost to the Owner, and to make good all damage caused to other work or materials, or to the Owner's property, real and personal, due to such improper, imperfect or faulty material and/or workmanship, and/or due to the required replacement or re-execution. Such warranty periods shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the project. This guarantee shall be made to cover a period of one (1) year from the date of Substantial Completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by it before acceptance and final payment is made.

Upon written notice from the Owner, the Contractor shall promptly remedy defects as covered by his guarantee. If Contractor does not respond to Owner's written notice, either by beginning corrective work or notifying the Owner in writing stating when work will begin, within ten (10) days of receipt, the Owner may take measures to correct the work himself and Contractor will be obligated to reimburse Owner's costs. 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 may extend beyond the one year warranty period until the warranty defect is remedied and accepted by the Owner. The Contractor shall provide bond coverage to extend for the one (1) year period of the guarantee to insure performance under the terms of his obligation. The provisions of this section shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.6.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect and Program Manager on the manufacturer's or supplier's approved forms at the time of Substantial Completion.

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§ 3.5.6.2 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 standard, 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 standard, or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.7 The warranties of Contractor provided in Sections 3.5.2 and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.8 Contractor and Owner acknowledge that the Project may involve construction work on more than one school building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of substantial completion or final completion. Contractor shall maintain a complete and accurate schedule of the dates of substantial completion, dates upon which the one-year warranty on each phase or building, which is substantially complete, will expire, and dates of final completion. If Owner, Architect or Program Manager discovers during the warranty period, deficiencies not previously reported, Contractor shall accompany the Owner, Architect and Program Manager on an inspection of such deficiencies and Contractor shall be responsible for correcting any such deficiencies not caused by the Owner or the use of the building. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within fifteen (15) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period

The ~~Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

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.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

.2 The Contractor shall pay directly all temporary utility charges (excluding permanent power), utility district/company inspection fees, temporary tap charges, and temporary water meter charges and any other similar fees assessed by jurisdictional authority having control over this Project. The Contractor shall secure and pay for all governing authorities' permit fees.

.3 Fees payable to the Texas Department of Licensing and Regulation (TDLR) for document review relative to the Elimination of Architectural Barriers Act shall be paid by the Owner and the Architect will submit the documents to the TDLR for review and approval.

.4 SWPPP

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.5 The Contractor shall include in his base Proposal the permit fee required by Harris County. The Owner will be responsible for fees payable to the TDLR, any MUD and the Third-party plan reviewer.

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§ 3.7.6 The Contractor shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. 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 the Owner.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Architect and Program Manager at once when the Owner's participation is required. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, payment for permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract ~~Documents.~~ documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may ~~direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.~~direct and approve in writing. All unused allowance amounts shall be credited back to Owner. No markup shall be allowed for the Contractor on any expenditures from Allowances or Contingency funds included in the Contract Sum.

...

§ 3.9.1 The Contractor shall employ a competent ~~superintendent~~ superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the ~~Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as~~ Work, including Punch List work. The superintendent and project manager shall represent the Contractor, and unless provided otherwise in Section 3.1.1, communications given to the superintendent or project manager shall be binding as if given to the Contractor.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. In the event a substitution of superintendent is necessary, the Contractor shall reimburse the Owner, Architect and his Consultants (on a reasonable hourly basis) for additional costs incurred due to said substitution. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architect objects to any nominated superintendent. The superintendent must be at the construction site acting in his supervisory capacity at all times when construction is in progress. A separate full-time superintendent will be required for each school site.

...

§ 3.10.1 ~~The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and~~ Within 30 days of being awarded an Amendment, the Contractor shall prepare and submit for the Owner and Architect's review, a construction schedule for the Work, with critical path clearly defined. The schedule 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.~~For further schedule requirements refer to specification section regarding project schedules in the Project Manual.

§ 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 approval. The Architect's approval shall not

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be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Requirements for the submittal schedule are outlined in specification section 01 32 16, Construction Progress Schedules. 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 the Contract Sum or extension of the Contract Time based on the time required for review of submittals.

...

§ 3.10.4 The Contractor shall submit to the Architect, with each monthly Application for Payment; a copy of the progress schedule updated to reflect the current status of the project. All schedule updates shall address the subject of how the Contractor intends to address any critical path delays previously encountered. The schedule and all updates should address submittal activities as well as actual field construction activities. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall be prepared in a format which at a minimum graphically portrays (1) the beginning and duration for each phase of the Work described in those specification sections included in the Project Manual, (2) a critical path, meaning a limited sequence of critical activities, which establishes a linked sequence of each critical activity, a delay to any of which will cause a delay in completion of the Work, and (3) the float, indicating an activity or sequence which does not necessarily have to start or end on the scheduled date(s) to maintain the schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner, the Architect and Program Manager. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Program Manager and the Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these General Conditions as progress reports) as set forth in Section 3.10.1 or if requested by either the Owner or the Architect. The Contractor shall take whatever action necessary to assure that the project completion schedule is met.

§ 3.10.5 The Contractor's schedule may be considered when requested extensions of time are evaluated. The Owner's need for delivery of completed Work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any schedule completion dates and milestone dates set out in the Contract Documents. The Contractor shall perform the work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met, Contractor will develop with the Owner, Program Manager and Architect a plan and a budget.

§ 3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1, and an equitable adjustment in the Contract Sum, if: 1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and 2) such rescheduling is required for the convenience of the Owner and is no attributable to any act or omission of Contractor.

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

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~~delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.~~**§ 3.11.1** The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor is to furnish or cause subcontractor to furnish, for the Owner and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.
§ 3.11.1 The Contractor shall post all Addenda on Construction Documents prior to commencing work in the site.

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.1 Submittals shall be submitted at the earliest possible time in order to expedite delivery of critical or long lead time items. 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 schedule at least 30 days for the Architect or the Architect's Consultants' review and submittals shall be sequenced logically in accordance with the schedule, required fabrication and installation time.

.2 Where colors are to be selected by the Architect, the Contractor shall submit all product color samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for Construction. Regarding critical delivery items, wherever feasible, the Architect will release color selections on critical materials as they are needed.

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.1 If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent resubmittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.

.2 The Architect will take no action on Shop Drawings, Product Data, and Samples that have not first been certified, by stamped, signed notation, as having been checked and approved by the Contractor for use in the Work, or that are not specifically required by the Contract Documents.**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
~~**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.~~

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

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of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's ~~approval~~ acceptance thereof.

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

§ 3.12.9.1 Deviation from the requirements of the Contract Documents indicated on shop Drawings, Product Data, and Samples, does not constitute the required notification "in writing.
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§ 3.12.11 The Contractor shall submit complete Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the contact for construction.

§ 3.12.12 The Contractor shall submit digital PDF's of Shop Drawings, Product Data, and similar submittals in the proper format according to the procedures stipulated within the Contract Documents. Digitally submitted Shop Drawings will be reviewed and marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or resubmittal as required. Contractor corrections or revisions shall be resubmitted to the Architect in accordance with same procedures. The digitally marked up prints will be retained by the Architect and his consultants. Samples shall be submitted directly to the Architect for review.

§ 3.12.13 The Contractor shall provide MEP coordination drawings within a schedule mutually agreed upon by the Team and prior to installing the Work, showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space 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 at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meeting intended purpose. The Contractor may propose an alternate method of accomplishing MEP coordination. If the alternate method is approved by the Team, it may be utilized.

~~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.~~ **§3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be 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 which 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, to the fullest extent reasonably possible, 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

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occupancy or beneficial use of: 1) any area and buildings adjacent to the site or the Work or 2) the building in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time

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§ 3.14.3 Leave all chases, holes and openings, straight and true, of proper size, and cut them into existing work as may be necessary for the proper installation of the work. Consult with all Subcontractors concerned, regarding proper locations and size. In case of conflict between requirement for cutting and patching and any other requirement of the Work, submit request for direction before proceeding with the Work. In case of failure to leave or cut them in the proper place, openings shall be cut afterward at no expense to the Owner. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without prior approval. After such work has been installed, satisfactorily and carefully fit around, close up, repair, patch, and point up all cuts. Work shall be done with proper tools by workmen of the particular trade to which work belongs and shall be done without extra expense to the Owner. No description of specific cutting, patching, digging, etc., required for the work under a Specification Section that may be required for the proper accommodation of that work to the work of other trades shall relieve the Contractor from responsibility described above.

...

§ 3.15.3 Prior to the Architect's inspection for Substantial Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, 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; and make the Work ready in all respects for immediate and full use by the Owner.

§ 3.15.4 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor or deducted from the final payment to Contractor.

The Contractor shall provide the ~~Owner~~ Owner, Program Manager, their designated representative, and Architect with access to the Work in preparation and progress wherever located.

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§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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.~~**TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED BY OR**

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ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

FOR ALL CLAIMS NOT ADDRESSED IN THE ABOVE PARAGRAPH, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES AND (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK TO BE PERFORMED UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~It is understood and agreed that Subparagraph 3.18 above is subject to, and expressly limited by, the terms and conditions of TEX. CIV. PRACT. & REM. CODE ANN. 130.001-130.005 (Vernon Supp. 1989), as amended or modified, or any successor statute. Contractor shall **not** be obligated under Subparagraph 3.18 to indemnify or hold harmless Program Manager, Architect or any agent, servant of employee of Architect from liability or damage that is caused by or results from:

.1 defects in plans, designs or specifications prepared, approved or used by the Architect; or

.2 negligence of the Architect in the rendition or conduct of professional duties called for or arising out of the Contract Documents and the plans, designs or specifications that are a part of the Contract Documents; and arises from:

.1 personal injury or death;

.2 property injury; or

.3 any other expense that arises from personal injury, death or property injury.

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

§ 3.19 Record Drawings

§ 3.19.1 Refer Owner's Closeout Procedures

§ 3.20 Prevailing Wage Rates

§ 3.20.1 As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, no employee used in this construction may be paid less than the minimum prevailing wage rate in effect for the Owner.

§ 3.20.2 The Contractor and each Subcontractor and Sub-subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law for each craft of type of workman or mechanic needed to execute this Contract.

§ 3.20.3 Determination of prevailing wages shall not be construed to prohibit payment of more than the rates identified.

§ 3.21 Antitrust Violations

§ 3.21.1 Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et.seq. (1973). The Contractor shall include this provision in his contracts with each Subcontractor and Supplier. Each Subcontractor shall include such provision in contracts with Sub-subcontractors and suppliers.

§ 3.22 Third-Party Beneficiary

§ 3.22.1 No person or entity shall be deemed to be a third-party beneficiary of any provision(s) of this Contract; nor

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shall any provision(s) hereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

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§ 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 responsibilities, activities or duties of the Architect.

§ 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 the final Certificate for Payment. The Architect will have~~ Certain portions of the administration of the Contract will be performed by the Architect, others by the Program Manager. Both the Architect and the Program Manager will be treated as the Owner's representative to the extent set out in the Contract Documents. Neither the Architect nor the Program Manager shall have the authority to act on behalf of ~~the Owner only to the extent provided in the Contract Documents.~~Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect or Program Manager..

§ 4.2.2 The ~~Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of ~~construction, or as otherwise agreed with the Owner, to become generally familiar with~~ the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine in general if the ~~Work observed~~ work is being performed in a manner indicating that the ~~Work,~~ work, when fully completed, will be in accordance with the Contract ~~Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for~~ documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The Architect will neither have control over or charge of, no be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under ~~the Contract Documents.~~the Contract Documents, except as provided in Section 3.3.1. Further:

.1 The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions.

.2 Upon reasonable request by the Owner, the Contractor shall accompany the Owner and Architect on an observation tour(s) of the building and shall note any defects and start remedying these defects within ten (10) days of the observation tour. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect.

.3 Section 4.2.2, and the provisions of the Architect's Agreement with the Owner shall govern the number of site visits by the Architect. In this case, the Owner and Architect may agree in writing on an alternative site visit schedule that is appropriate for this particular project.

.4 If during the Architect's site visits the Architect observes any deviation from requirements of the Contract Documents, the Architect (or designee) shall report within three (3) business days to the Owner any such deviation. A copy of said report shall be sent to the Contractor. Failure to observe or report any deviation shall not be a waiver to subsequently require correction of the same, similar or other deviations.

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§ 4.2.6 The Architect ~~has~~ shall have authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or ~~advisable,~~ advisable for implementation of the intent of the Contract documents, the Architect will have authority to require inspection or testing of the Work in accordance with ~~Sections 13.4.2 and 13.4.3, whether or not the~~ the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall

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give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of ~~the Work.~~ the Work, except when the Contractor's inability to perform the Work is a result of design flaw, error or omission.

...

§ 4.2.8.1 Allowance Expenditure will be authorized using Allowance Expenditure authorizations (AEA) executed by the Owner, the Architect and the Contractor. All Allowance Expenditure Authorizations will be incorporated into the contract by Change Order at the completion of the project. Work authorized by an AEA may be invoiced as it is completed.

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§ 4.2.13 ~~The Architect's~~ All decisions on matters relating to aesthetic effect ~~will be final if consistent with the intent expressed in the Contract Documents.~~shall initially be made by the Architect; however, all such decisions are subject to the Owner's written approval.

...

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

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. Prior to such change the Contractor shall notify the Architect of his intent and reasons for such proposed change**§ 5.2.5** The Contractor shall submit the list of proposed Subcontractors on AIA Document G805. The Contractor may obtain blank copies from the Architect.

§ 5.2.6 Contractor shall promptly notify the Owner, Architect and Program Manager of any material defaults by any subcontractor.

...

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract.~~subcontract, but only to the extent permitted by law.

...

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate ~~agreements.~~ agreements The Owner reserves the right to perform ~~construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other Work with separate Contractors or forces. Owner shall have access to the building on the site at all times..

...

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

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

§ 6.1.3 The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the other until subsequently revised.

§ 6.1.4 It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor. Contractor shall not be required to contract directly with the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this Agreement. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contain therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services.

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§ 7.1.1.1 No change in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless, prior to performing the changed Work, the Contractor has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time.

§ 7.1.1.2 Contingency Allowance Expenditure Authorization. A change in the work that does not require a change in Contract Sum or Contract Time may be paid from a designated Project Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Architect and signed by the Architect, Owner, Contractor and Program Manager directing a change in the Work.

§ 7.1.2 A Change Order shall be based ~~upon agreement among the Owner, Contractor, and Architect.~~ on agreement among the Owner's Board of Trustees, Contractor, and Architect, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 2.4. or the Owner's assessment of liquidated damages as allowed by the Contract Documents. In such event, the Change Order is deemed approved by Contractor, and Contractor's signature(s) are not required. A Construction Change Directive requires agreement by the ~~Owner and Architect~~ Owner, or the Owner's representative, and Architect, and may or may not be agreed to by the ~~Contractor. An~~ Contractor; an order for a minor change ~~in the Work~~ may be issued by the Architect alone.
§ 7.1.2.1 Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the work or supply additional labor, services, or materials beyond that actually required by the terms of the Contract Documents, unless made pursuant to a written order from Owner authorizing Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.
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§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall be determined in one or more of the ways

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listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected:

.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, any lump sum over the amount of $10,000.00 shall be broken down to represent the estimated cost of labor and materials plus mark-ups to cover overhead and profit.

.1 To compensate the Contractor, Subcontractor, or Sub-subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single mark-up not to exceed 10% of the estimated cost of that part of the Work.

.2 To compensate (a) the Contractor for the combined cost of overhead and profit on Work performed by Subcontractors, or (b) Subcontractors for the combined cost of overhead and profit on Work performed by Sub-subcontractors, the Contractor or Subcontractor shall be entitled to a single mark-up not to exceed 5% of the subcontract amount.

.3 When a Sub-subcontractor performs the Work of a change, the maximum mark-up not to exceed 10% for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single mark-up not to exceed 5% of the cost to them for the Subcontractor and Sub-subcontractor, respectively.

.2 By 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.

.3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

.4 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2.2 shall be limited to the costs established in Sections 7.3.7.1 through 7.3.7.5.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all claims by the Contractor directly or indirectly arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

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§ 7.3.3 ~~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;~~**§ 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 methods described in Section 7.2.2 or as provided in Section 7.3.4.

~~**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or~~

~~**.4** As provided in Section 7.3.4.~~

...

.4 Costs of premiums for all bonds and insurance, permit fees, ~~and sales, use, or similar taxes, directly related to the change;~~ directly related to the change and required by Contract Documents (unless the change is charged to an allowance already included in the Contract Sum, in which case additional mark-ups for these items will not be allowed; and

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§ 7.5 Allowable Markups for Changes in the Work

§ 7.5.1 Unless otherwise directed, the procedure and markup of the costs for additional work shall be determined in the following manner:

.1 Upon Change Proposal request, the Contractor shall quote the cost for changes in the work showing separately, credits and additional costs broken down by headings used in the Schedule of Values. Further breakdown into units of labor and materials may be required if agreement on cost cannot be reached using the breakdown by headings. The final cost shall be the amount of the Total Contract Value Change shown on the Change Proposal signed by the Contractor and Owner. For general construction work, not subcontracted, the Contractor shall consider as costs the actual invoice amount for additional materials, the sales tax on additional materials when applicable, the wages paid for additional direct labor, plus the Contractor's usual markup of wages to cover additional labor related costs such as insurance, taxes and fringe benefits.

.2 On changes executed within the Owner's Contingency Allowance, Contractor shall have included costs for combined overhead and profit, to the extent permitted by the Contract Documents, and General Conditions costs, including the cost of superintendents, field office expense, temporary facilities and services, small hand tools, construction equipment not specifically provided for the change in hand, home office expense, bond and building insurance premiums, and managing the Subcontractor's work, in his Base Contract amount. Allowed overhead and profit fee on Owner's Contingency Allowance changes to be included in the total cost to the Owner shall be based as follows:

.1 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's of Sub-subcontractor's own forces, ten percent (10%) of the cost.

.2 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractors.

§ 7.5.2 If any additional Work is authorized outside of or in excess of the Owner's Contingency Allowance, the combined overhead and profit for this work shall be based as follows:

.1 For the Contractor, for Work performed by the Contractor's own forces, a maximum total markup of ten percent (10%) of the actual cost on a lump sum project, or the Contractor's Construction Phase Fee on a Guaranteed Maximum Price Project.

.2 For Work performed by the Contractor's Subcontractor(s), five percent (5%) of the amount due the Subcontractor(s).

.3 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, a maximum markup of ten percent (10%) of the actual cost.

.4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

§ 7.5.3 In order to facilitate checking of quotations for extras or credits, all proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete and detailed itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.5.4 Change orders, as they are accepted by the Owner, shall be entered under heading "Change Orders" in the next current Request for Payment.

§ 7.5.5 All credits to or deductions from the Contract Sum, a Contingency or an Allowance shall be calculated using the same methodology set forth in this Section 7.5. All unused Contingency or Allowance amounts shall be credited back to Owner prior to final payment, along with any markups included in the Contract Sum or GMP on such unused amounts.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. See further definition of "Day" in Section 1.9.10.§ 8.2 Progress and Completion
~~§ 8.2 Progress and Completion~~

...

§ 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, or of an employee of either, or of a ~~Separate Contractor; (2)~~ separate contractor employed by the Owner, or by changes ordered in the ~~Work; (3)~~ Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable ~~casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines,~~ casualties or other unforeseeable causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. **No extensions of the Contract Time will be granted for inclement weather, except for Force Majeure events consisting of named storms or government declared emergencies resulting from extreme weather.**

...

§ 8.3.4 The parties hereto agree that time is of the essence of this Contract and that pecuniary damages would be suffered by the Owner if the Contractor does not substantially complete all Work called for in the Contract Document by the specified date, which damages are, by their very nature, difficult of ascertainment. It is therefore expressly agreed, as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Contractor a sum equal to the amount stated in the Contract Documents, per phase for each and every Calendar Day beyond the agreed date which the contractor has agreed to for Substantial Completion of the Work included in the Contract Documents. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not substantially completed within the agreed time, or with the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only, and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. The liquidated damages assessed herein shall be Owner's sole remedy for time delays between the deadline for substantial completion and Contractor's achievement of substantial completion.

§ 8.3.5 Failure to complete and close-out the Project, and complete all Punch List items, within sixty (60) days after the scheduled Substantial completion date will additionally entitle the Owner to deduct from the final payment made to the Contractor a sum equal to the amount stated in the Contract Documents, per phase, for each and every Calendar Day beyond the 60-day close-out period. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Project close-out does not occur on a timely basis. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. If the Contractor is delayed through no fault of the Owner, the Substantial Completion is not achieved by the agreed contract completion date, the Project close-out period of sixty (60) days will not be extended by the number of days of delay past the actual Substantial completion date and will remain based upon the agreed contract completion date.

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§ 9.1.1.1 The Owner is exempt from payment of Texas State Sales Tax on materials required for the Work. Therefore, to comply with the law, the Contract Sum shall be broken down into the amount of cost for labor and the amount of cost for materials. This breakdown shall be provided by the Contractor within ten (10) days of award of Contract.

...

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~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~**§ 9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect and Program Manager a schedule of values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect and Program Manager, and updated for changes in the Work, the schedule of values shall be used only as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The schedule shall not overvalue early job activities. Each item shall include a pro-rata portion of overhead and profit. The schedule shall follow the divisions of the Specifications so far as practicable and shall contain line items for equipment and system start up and testing.

§ 9.2.1 General Contractor's cost for Contractor's fee, bonds and insurance, General Conditions, etc., shall be listed as individual line items.

§ 9.2.2 Schedule of Values shall break each line into materials and labor. Once approved by the Owner and Architect, it shall be used as basis for reviewing Application for Payment but not be taken as evidence of market or other value.

§ 9.2.3 Contractor's cost for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

§ 9.2.4 On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule shall indicated line items and amounts in detail, (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.)

§ 9.2.5 Costs for subcontract work shall be listed without any addition of General Contractor's costs for overhead, profit or supervision.

§ 9.2.6 The Contractor shall include a value for the coordination documents/drawings on the schedule of values.

§ 9.2.7 The Contractor shall include a value for the correction of deficiencies noted by the Commissioning Agent and the Test, Adjust and Balance consultant on the schedule of values for each sub-contractor subject to commissioning and test, adjust and balance requirements.

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§ 9.3.1 ~~At least ten 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 and suppliers, and shall reflect retainage if provided for in the Contract Documents.~~No later than 3 working days prior to the first Wednesday of each month, submit an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage, as provided elsewhere in the Construction Documents. Information on the form shall be divided into the same last day of the month preceding, which shall also be the basis of payment or as agreed by the Owner, Contractor and Architect by verification at the site, prior to submittal.

§ 9.3.1.1 As provided in ~~Section 7.3.9,~~ Section 7.3.9, such applications may include requests for payment on account of changes in the Work ~~that~~ which have been properly authorized by Construction Change ~~Directives, or by interim determinations of the Architect,~~ Directives but not yet included in Change Orders.

§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~Contractor agrees, for purposes of Texas Government Code 2251.042, receipt of the

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Certified Applications for Payment from the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Program Manager's receipt of the Certificate of Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Section 2251.042

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall~~ Payments will be made on account of materials ~~and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~ or equipment 1) incorporated in the Work; 2) suitably stored at the site; or 3) 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 Surety must agree, in writing, to each request for payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the offsite storage area for confirmation.

Payments for materials or equipment stored on or off the site shall be conditioned upon ~~compliance by the Contractor with~~ 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 ~~and~~ or equipment or otherwise protect the Owner's interest, ~~and shall include the costs of applicable insurance, storage, and transportation to the site, for such~~ including applicable insurance (naming the Owner as insured) 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.

The Contractor acknowledges that the review of materials and/or equipment stored off the side is an additional service of the Architect, and the Contractor shall be charged for that service. The cost for such service will be established by the Architect and is not subject to appeal.

...

§ 9.3.4 The Contractor shall submit requests for payment in duplicate, using AIA Document G702, Application and Certificate of Payment, as the cover sheet. Continuation sheets showing in detail the amounts requested, etc., shall be submitted using AIA Document G703, Continuation Sheet, or a computerized version of these documents previously approved for use. The information provided on the continuation sheets in the Description of the Work and Scheduled Values columns shall match the corresponding information shown on the approved Schedule of Values. All blank spaces on AIA Document G702, Application and Certificate of Payment, must be completed and the signatures of the Contractor and Notary Public shall be original on each form. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

§ 9.3.5 The Contractor shall submit the Fort Bend ISD Subcontractor Progress Assessment Form with each application for payment requesting payment be made for Work performed by a subcontractor that qualifies as a "small business" pursuant to FBISD Board Policy CV (Local). The Contractor shall also ensure that, once Contractor makes the applicable payment to the Small Business Subcontractor, the Subcontractor completes the Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form in its entirety and Contractor agrees to submit the completed copies to Owner with the next application for payment. The completed Fort Bend ISD Subcontractors/Subcontractors/Suppliers Payment Certification Form must be received by the Owner before any further payment will be made to Contractor for any Work performed.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect and Program Manager to the Owner, based on the Architect's and Program Manager's evaluation of the Work and the data ~~in the Application for Payment,~~ comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's ~~knowledge, information, and belief, the Work has progressed to the point indicated, the~~ and Program Manager's knowledge, information and belief, the quality of the Work is in accordance with the Contract ~~Documents, and that the Contractor is entitled to payment in the amount certified.~~ Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, ~~to~~ the results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to ~~completion,~~ completion and to specific qualifications expressed by the ~~Architect.~~

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~~However, the~~ Architect and Program Manager. The issuance of a Certificate for Payment will not be a representation that the Architect and Program Manager has (1) made exhaustive or continuous on-site inspections to check the quality ~~or quantity~~ of the ~~Work;~~ Work, (2) reviewed construction means, methods, techniques, ~~sequences, or procedures;~~ sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to ~~payment;~~ 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.

...

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

~~.1 defective~~ 1. Defective Work not remedied;

~~.2 third~~ 2. Third party claims ~~filed~~ field or reasonable evidence indicating probable filing of such ~~claims,~~ claims unless security acceptable to the Owner is provided by the Contractor;

~~.3 failure~~ 3. Failure of the Contractor to make payments properly to Subcontractors or ~~suppliers~~ for labor, materials or equipment;

~~.4 reasonable~~ 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

~~.5 damage~~ 5. Damage to the Owner or ~~a Separate Contractor;~~another contractor;

~~.6 reasonable~~ 6. Reasonable evidence that the Work will not be completed within the Contract ~~Time,~~ Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~

~~.7 repeated~~ 7. Persistent failure to carry out the Work in accordance with ~~the Contract Documents.~~ the Contract Documents; or

8. Failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time

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§ 9.5.5 If the work has not attained Substantial Completion by the date agreed upon and set forth in the Amendments, subject to extensions of time as described in the Contract Documents, Owner may, in sole discretion, direct Architect or Program Manager to withhold payment to Contractor to the extent necessary to reserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated Substantial Completion will be achieved. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make ~~payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.~~progress payments in accordance with the following Section which shall be inserted as Article 5, Progress Payments, in the Owner-Contractor Agreement, AIA Document A101, 2017 Edition.

.1 Based upon the applications for payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

.2 Not later than twenty (20) working days following the first Wednesday of each month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly

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allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Applications for Payment shall be submitted by the first Wednesday of the month.

.3 Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. More specifically, if only five percent (5%) retainage is withheld by the Owner on payments to the Contractor, then the Contractor shall withhold only five percent (5%) retainage on payments to subcontractors; and subcontractors shall withhold only five percent (5%) retainage on payments to sub-subcontractors. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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§ 9.6.9 Within seven (7) calendar days of receipt of payment from the Owner, the Contractor shall pay each subcontractor, out of the amount of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payment to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Owner is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this section shall create any right on the part of a Subcontractors or Sub-subcontractor against Owner, Architect or Program Manager. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Contract. Contractor shall include a provision in each of its Subcontractor's imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.10 Contractor shall not withhold as retainage a greater percentage on Subcontractors or material men than the percentage Owner withheld as retainage from payments to the Contractor.

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

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§ 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.~~Documents In order to initiate and facilitate the preparation of the Contractor's list of items to be completed or corrected (Punch List), the Architect and Program Manager, if requested by the Contractor, will inspect a few representative rooms with the Contractor's superintendent and the office project manager to assist the Contractor in the preparation of the Contractor's Punch List. The Contractor's superintendent shall participate in the preparation of the Contractor's Punch List that is submitted to the Architect and shall personally inspect each and every item himself before certifying to the Architect that listed items have been corrected. 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 revision and the inspection for determining the Date of Substantial Completion will be delayed until the Punch List submitted is a reasonable representation of the work to be completed. To further facilitate completion of the Work the

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Contractor's superintendent shall accompany the Architect and his consultants during their inspections and the preparation of their supplements to the Punch List and the superintendent shall record or otherwise take note of those supplementary items. The Architect will endeavor to furnish to the Contractor typed, hand-lettered, written or recorded supplements to the Punch List in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect shall not be cause for a claim for additional cost or extension of time as the Contractor's superintendent shall have been in attendance during the inspections of the Architect and his consultants and will have been expected to taken his own notes. Furthermore, a significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judges of what constitutes a significantly large number of items.

...

§ 9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met:

.1 All inspections by governmental authorities having jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.

.2 All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

The following items are a partial specific list of requirements, as applicable to the Project, that must be completed **prior** to established Substantial Completion of all portions of the work (Including the Substantial Completion of the commissioning phase).

1. All fire alarm system components must be completed and demonstrated to the Owner.
2. Local fire marshal approval certificate, or similar Certificate of Occupancy from the governing agency, must be delivered to the Owner.
3. All exterior clean-up and landscaping must be complete.
4. All final interior clean-up must be complete.
5. All HVAC air and water balancing must be complete.
6. All required commissioning must be complete.
7. All Energy Management Systems must be complete and fully operational and demonstrated to the Owner.
8. All communications equipment, telephone system, and P.A. systems must be complete and demonstrated to the Owner.
9. All final lockset cores must be installed and all final Owner directed keying completed.
10. All room plaques and exterior signage must be completed.
11. All Owner demonstrations must be completed including kitchen equipment, HVAC equipment, plumbing equipment, and electrical equipment.
12. A final certificate of occupancy must be signed by the Contractor and delivered to the Owner.

§ 9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, G704 current edition, the Contractor will be allowed a period of thirty (30) days (unless extended by mutual agreement or provision of the Contract) within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of 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 fifteen (15) additional days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Section 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) days after the date of Substantial Completion (unless extended by mutual agreement or provision of the Contract) may be deducted from the funds remaining to be paid to the Contractor. Should corrective work following Substantial Completion require more than one reinspection after notification by the Contractor that corrections are complete, the cost of subsequent inspections may also be deducted from funds remaining unpaid to the Contractor.

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§ 9.10.1 Upon receipt of ~~the Contractor's~~ written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such ~~inspection. When the Architect~~ inspection and, when the Architect and the Program Manager finds the Work acceptable under the Contract Documents and the ~~Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and~~ Contractor fully performed, the Architect and the Program Manager will promptly prepare, sign and issue a Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that, on the basis of the Architect's and the Program Manager's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire ~~balance~~ balance, including all retainages found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and the Program Manager's final Certificate for Payment will constitute a further representation that conditions listed in ~~Section 9.10.2~~ Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) 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) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Prior to final payment, the Contractor shall meet all of the requirements of Owner's Closeout Procedures.**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

~~**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

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§ 9.10.6 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty-one (31) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, and the Final Certificate for Payment has been issued by the Architect.

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The final payment will not be made until all of these conditions have been satisfied. **§ 9.10.7** Contractor agrees that the Owner may place and install as much equipment and furnishings during the progress of the building as is possible before completion of the various parts of the Work, or may occupy portions of the Work before substantial completion of the entire Work, and further agrees that such placing and installing of equipment and furnishings or occupancy of portions of the Work shall not in any way evidence the substantial completion of the entire Work, or signify Owner's acceptance of the Work, nor does it affect claims for liquidated damages in case Substantial Completion is not achieved as required unless the failure to reach Substantial Completion is the result of the early move-in or occupancy. Owner will assume the responsibility for any damages to the Work caused by such occupancy.

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§ 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 Contractor 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 duties herein shall not relieve any Subcontractor and any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, form 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, 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, posses, 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 implemented it's own Safety Manual to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an accident 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 alcohol or drug test.

§ 10.1.4 Contractor will comply with all applicable federal, state and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and the Contractor agrees that the Contractor's representative, employees, agents, and sub-contractors will abide by the same.

...

§ 10.2.3 The Contractor shall ~~implement, erect,~~ erect and maintain, as required by existing conditions and performance of the Contract, reasonable ~~safeguards~~ safeguards, for safety and protection, including posting danger signs and other warnings against ~~hazards;~~ hazards, promulgating safety ~~regulations;~~ regulations and notifying ~~the~~ owners and users of adjacent sites ~~and utilities of the safeguards.~~and utilities. 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 for 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.

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§ 10.2.4 When use ~~or~~ of storage of ~~explosives or other~~ hazardous materials or ~~equipment,~~ 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.~~
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 explosives materials on Owner's property is prohibited unless expressly approved in advance by authorities having jurisdiction and in writing by Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Program Manager and the Architect reasonable advance notice of the presence or use of such materials, equipment, or methods.
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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work which meets or exceeds the minimum requirements set forth in the provisions of the FBISD Safety Plan. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596,29 U.S.C. § 651 et. Seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. However, the Contractor's duties shall not relieve any subcontractor(s) or any person or entity (e.g. a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

...

§ **10.2.9** The performance of the foregoing services by the Contractor shall not relieve the Subcontractors of their responsibilities for the safety of persons and property and for compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the conduct of the Work.

§ **10.2.10** 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. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions.

§ 10.2.11 The Contractor shall promptly report in writing to the Owner, Program Manager and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witness. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Program Manager and the Architect.

§ 10.2.12 The Contractor shall be responsible for the protection and security of the Work until it receives written notification that the Substantial Completion of the Work has been accepted by the Owner.

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous ~~materials or substances.~~ materials. 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),~~ substance 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.~~report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Section 10.3.2.

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§ 10.3.1.1 Owner and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

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~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~

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

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.3.7 As part of the construction contract close out process, and prior to receiving payment of any of the retainage, the Contractor and his subcontractors shall submit notarized statements pertaining to the above referenced hazardous materials.

...

The Owner reserves the right to review the insurance requirements during the effective period of any Contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by Owner based upon changes in statutory laws, court decisions or potential increase in expense to loss.

~~**§ 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, 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.~~

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~~**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of 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 § 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.~~ **§ 11.2.1 § 11.2.2 § 11.2.3 § 11.2.4 § 11.2.5 § 11.2.6 intentionally deleted.**

Please refer to Exhibit A to AIA Document A133-2009, Insurance and Bond Requirements.

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

~~**§ 11.3 Waivers of Subrogation**~~

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

§ 11.3 The Owner requires that the following insurance requirements be satisfied:

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.1 No Work shall be commenced until all insurance requirements set forth in this Agreement have been approved by the Owner in writing.

.2 All insurance policies and certificates required hereunder shall be in form and content satisfactory to the Owner.

.3 The Owner shall be furnished an ACORD form Certificate of Insurance evidencing all policies and endorsements required by this Agreement prior to execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance.

.4 Each Insurance coverage/policy shall contain a provision that at least thirty (30) days prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.

.5 Insurance shall be underwritten by a company licensed to do business in Texas, satisfactory to Owner and rated minimum A-VII by A.M. Best.

.6 The insurance coverages specified herein shall be maintained at all times during the term of the contract and, with the exception of builder's risk coverage, shall be maintained for a minimum of one (1) year thereafter.

.7 No deletions/exclusions from the standard coverage form are allowed without the prior written consent of the Owner.

.8 All insurance except Professional Liability must be issued on an occurrence basis.

.9 The Contractor shall be responsible for all deductibles; the Owner shall approve the deductibles selected.

.10 With the exception of Excess Umbrella Coverage, the coverage afforded by each carrier must be a primary over any other applicable insurance.

.11 In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the Owner as Additional Insures, and (b) showing waivers of subrogation in favor of the Owner.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall provide a Performance Bond, in the penal sum equal to one hundred percent (100%) of the Contract Sum, if the formal Contract is in excess of One Hundred Thousand Dollars ($100,000.00) and a Labor and Material Payment bond, in the penal sum equal to one hundred percent (100%) of the Contract sum if the formal contract is in excess of Twenty Five Thousand Dollars ($25,000.00).

§ 11.4.2 The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an attached authorized power of attorney. Such Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of a least A-X and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570).

§ 11.4.3 The Performance Bond Form and the Payment Bond Form included herein shall be executed and submitted to the Architect in duplicate prior to commencement of the work. The surety companies must be acceptable to the Owner and licensed admitted carriers in the State of Texas; and the companies must appear in a current Federal Treasury list as Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds land as Acceptable Reinsuring companies.

§ 11.4.4 Each bond shall be of penal sum equal to one hundred percent (100%) of the Contract Sum and shall be compatible with the provisions of the governing authority. 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 force throughout the warranty period of the contract. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an authorized power of attorney attached.

§ 11.4.5 Claims must be sent to the Contractor and his Surety in accordance with Article 5160, Revised Civil Statutes. 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.

§ 11.5 Worker's Compensation Insurance

§ 11.5.1 Comply with the requirements of Rule 28, TAC §110.110, Reporting Requirements for Building or

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Construction Projects for Governmental Entities

§ 11.5.2 Definitions:

.1 Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing service as on a project, for the duration of the project.

.2 Duration of the project –includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

.3 Persons providing services on the project ("subcontractor" in §406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity which furnishes persons to provide services on the project. "Services" include without limitation, providing hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply delivery, and delivery of portable toilets.

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

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

§ 11.5.5 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.

§ 11.5.6 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 projects 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.

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.5.7** The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to~~

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~~requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.5.8 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

§ 11.5.9 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack coverage.

§ 11.5.10 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 meet the statutory requirements of Texas Labor code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.
- **.2** Provide 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 shown on the current certificate ends during the duration of the project.
- **.4** Obtain from each other person with whom it contracts, and provides to the Contractor:
  - **.1** A certificate of coverage, prior to the other person beginning work on the project, and
  - **.2** A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- **.5** Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- **.6** Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project, and
- **.7** Contractually require each person with whom it contracts, to perform as required by these subsections (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.5.11 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 actions.

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§ 11.5.12 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which 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.

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

§ 12.2.1.1 In the event of failure of a specified project, either during construction or the correction period, the Contractor shall take appropriate measures with the manufacturer of the product to assure correction or replacement of the defective products.

§ 12.2.1.2 Refer to 01 77 00, Closeout Procedures in Division One for further terms regarding warranties which will be required prior to final payment.

§ 12.2.1.1 ~~In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~Approximately eleven months after substantial completion, the contractor shall accompany the Owner and Architect on an "end of the one year correction period" reinspection of the Project. Additional deficiencies observed or reported shall be corrected by the Contractor.

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~~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.~~**§ 12.3.1** 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.

§ 12.3.2 The Owner's use and/or occupancy of any or all of the Project site shall never be construed as an acceptance of Work not in conformance with Contract Documents. The Owner reserves the right to enforce provisions of the Contract unless the Owner's acceptance is provided to the Contractor in writing.

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§ 13.7 Equal Opportunity

§ 13.7.1 The contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during

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employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8 Criminal Background Checks

The Contractor/Subcontractor shall certify the Criminal Background Check, as stated in Fort Bend ISD Board Policy CJA and the form included herein, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117, and shall comply with all requirements of such laws and policy.

§ 13.9 Required Certifications

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. Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that 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 terminating business activities 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.

Contractor verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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§ 14.2.5 The Contractor hereby assigns the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et. Seq. (1973).

§ 14.2.6 If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

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§ 14.4.3 In the case of such termination for the Owner's convenience, the ~~Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Contractor shall be entitled to receive payment for Work executed up to date of receipt of the notice of termination, plus costs of demobilization.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

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...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party ~~under this Section 15.1.3.1 shall~~ must be initiated within ~~21~~ ninety (90) days after occurrence of the event giving rise to such Claim or within ~~21~~ ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

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§ 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 had an adverse effect on the scheduled construction.~~**No extensions of the Contract Time will be granted for inclement weather, except as stated in Section 8.3.1.**

~~.~~

~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2.1 Claims, excluding those ~~where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5,~~ arising under Sections 11.3.9 and 11.3.10, or claims alleging an error or omission by the Architect, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~If the parties are unable to agree, any claim, dispute or matters arising out of the contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the ~~Initial~~ initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the ~~parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~parties, but subject to mediation, if both parties so agree, and subject to legal or equitable

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proceedings in a court having jurisdiction thereof. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.2.9 The prevailing party in any judicial proceeding arising from the Contract Documents shall recover its reasonable and necessary attorneys' fees.

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 The parties ~~shall endeavor~~ may mutually agree to resolve their ~~Claims~~ claims by mediation which, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution~~ in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of ~~filing,~~ filing unless stayed for a longer period ~~by~~ of agreement of the parties or court order.~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

ARTICLE 16 Contractor Accounts, Records, and Inspection

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 the respective agents. Job Records must be retained by Contractor for at least seven (7) years after the date of Final Completion of the Project. Furthermore, the Contractor shall promptly provide copies, including by electronic means, of all documents that may be required by the State Public Information Act.

ARTICLE 17 Business Ethics

§ 17.1 During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner, its Program Managers, or its Architects, or to family members of any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel, its Program Managers and its Architects.

§ 17.2 The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the Fort Bend Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with the respect to the performing of such a contract. In the event the Construction Agreement is cancelled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. FBISD Technical Design Guidelines (link) are to be followed in addition to the drawings and specifications, where conflicts arise between drawings, specifications, or guidelines, the more stringent shall be followed and Architect will be notified.
https:/www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/67/FBISD Technical Design Guidelines_2023_02_16.pdf

1.2 SUMMARY

A. Section includes:

1. Project information
2. Work covered by Contract Documents
3. Phased construction
4. Access to site
5. Coordination with occupants
6. Work restrictions

B. RELATED SECTIONS:

1. Division 00 FBISD Procurement Forms
2. Division 01 Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities
3. Division 01 Section 01 52 14 “Temporary Facilities for Students” for specifications and procedures regarding the use of temporary swing space that the Contractor may furnish and install to accommodate the Work

1.3 PROJECT INFORMATION

A. Refer to Section 00 FBISD Procurement Forms

1.4 SCOPE OF WORK. The Work consists of repairs to site improvements within existing campuses on the south and east areas of the Fort Bend Independent School District as listed below. Any building components will comply with the *2023 FBISD Technical Design Guidelines* dated Feb. 16, 2023.

1.5 MULTIPLE PROJECT SITE REPRESENTATION FOR BID PACKAGES. If multiple project sites are identified in the Work, the contractor shall employ and designate one qualified full-time Superintendent who shall oversee the performance for the overall work performed under the contract. The daily work is required to have a qualified supervisor for the duration of the work. Any deviation from this will need to be approved by FBISD and the Owner’s representative.

1.6 SCHEDULE OF VALUES FOR BID PACKAGES. If multiple project sites are identified in the Work, the contractor shall provide one Schedule of Values for each project site attached to each application for payment. In addition, each school site shall have a separate schedule of values in current CSI format for Renovation Work and for Addition Work, identifying the labor and material components separately.

1.7 CONCURRENT CONSTRUCTION FOR BID PACKAGES. Work (additions and renovations) at each school site will be performed concurrently with the other school sites unless otherwise indicated by FBISD.

1.8 PHASING. If the school buildings will be in use during construction, the Work shall be conducted in such a manner as to not interrupt or disturb school activities. Phasing plans are guidelines and are used to identify a possible approach to the work. *The contractor may* submit a phasing plan for all scopes of work taking place when requested. Any deviation from the suggested plan contained in the contract documents must be approved by the A/E, owner or owner's representative, and Principal prior to implementation.

A. Temporary classroom space (Swing Space) if needed, shall be provided by the Contractor or coordinated at the campus. When Contractor is to provide temporary classroom(s), they will be responsible for all associated planning, permitting, scheduling, installation, removal, site restoration, coordination and costs associated with providing temporary space for classrooms. Temporary classroom space will be in accordance with Section 00 52 14 - TEMPORARY FACILITIES FOR STUDENTS. The Contractor may submit, as part of the proposal, optional phasing plans that can potentially save the District time and money.
B. Some work may need to be performed after normal school operating hours, nights and weekends. If an owner's representative is required outside normal hours of school operation, FBISD will incur overtime costs for FBISD staff presence at the school site, including weekends and holidays. Such overtime costs incurred may become the financial responsibility of the General Contractor and will be credited to the Owner. Determination of need for reimbursement will be made by FBISD and the owner's representative prior to the start of construction. FBISD and owner's representative reserve the right to alter the decision based on contractor performance.
C. Refer to the School Operations Parameter Statement Section for details of the regular working hours, holidays and procedures for custodial overtime, etc.
D. Work cannot start in a particular Phase until students/staff have been relocated to the designated Swing Space (either in the existing building or in Temporary Buildings outside) or until there is an arrangement in place.
    1. Close coordination with the A/E, Program Manager, and the School Staff, will be required of the Contractor.
E. Some rooms within a Phase may be emptied of furniture, boxes, etc., while others may not be. This is dependent upon where the actual Swing Space will be located or any other arrangements required in the phasing plan. Protection of contents and contents moved by the contractor are the responsibility of the Contractor until work is completed.
F. The Contractor shall allow sufficient time to accommodate the Abatement Contractor's work. This activity shall be shown as a separate activity on the Construction Schedule. General Contractor shall coordinate the abatement scheduling with FBISD's selected Environmental Consultant and the Owner Representative.
G. Refer to Construction Documents for additional Phasing information.

1.9 HVAC AND WATER TREATMENT REQUIREMENTS Contractor will coordinate with FBISD for water treatment and HVAC maintenance. Please refer to the plumbing and mechanical specifications for the contractor's responsibilities related to these requirements.

1.10 PHASE ACCEPTANCE**.** Upon certification by the Contractor and recommendation of the A/E, FBISD will accept the Work of each individual phase as it is completed. Architectural acceptance shall be called "phase acceptance". The HVAC, electrical, plumbing and roofing systems will be accepted by FBISD when the entire project has been completed; at that point, upon completion of all relevant contractual requirements, Architect will issue substantial completion. The contractor will operate and maintain the HVAC, electrical and plumbing systems that are a part of his scope of work until substantial completion. The contractor's warranty for any new HVAC, electrical, plumbing and roofing systems shall commence at substantial completion for each school project, barring any deviations that have been pre-approved by owner's representative/FBISD. The contractor will install new filters and record date of replacement on each filter upon substantial completion.

1.11 USE OF TECHNOLOGY FOR PROJECT MANAGEMENT. FBISD will furnish information related to accessing web-enabled project management applications for this contract. FBISD and the owner's representative will implement project management software, Kahua, which will be easily accessible through the Internet. Contractor will cooperate with the owner's representative for the implementation and use of this tool.

Contractor will be required to create and post several types of documents into Kahua via the Internet. Request for Information (RFIs) will be posted by the Contractor and responded to by the A/E(s) in Kahua via the Internet, thereby facilitating communication among all parties and expediting resolution of issues. Any meeting minutes and field reports required to be created by the Contractor or A/E(s) will be posted to Kahua. FBISD and the Program Manager reserve the right to require additional documents to be entered into Kahua as shown below. Additional requirements may be identified.

Project Management Control System (PMCS) - Kahua

The District and Owners Representative have agreed to use Kahua as the tool to manage projects between District, Owners Representative, and vendors (general contractors and architects).

- The following modules will be implemented:
    - Budget
    - Contracts
    - Invoices
    - Payments
    - Change Orders
    - Close Out
    - Issues
    - Meeting Minutes
    - Requests for Information

- Submittals
- Transmittals
- Field Details
- Field Work Directives
- Punch List
- Safety Notices

1.12 HAZARDOUS MATERIAL DESIGN AND CONSTRUCTION. FBISD has retained a separate environmental consultant to prepare contract documents including design drawings and specifications for the removal of hazardous materials from the schools and the air monitoring services (as applicable).

It shall be the responsibility of the Contractor to coordinate with the scheduled work performed by any of FBISD's separate Contractors including the hazardous materials abatement contractor. Contractor shall coordinate all aspects of the hazardous material abatement contractor's work with the Work under this Agreement. The Contractor shall always keep the Program Manager informed of all coordination issues with FBISD separate contractors. Other Contractor responsibilities in relation to the hazardous material design and construction coordination are per Article 6 of the General Contractor's Contract.

1.13 Permitting: Contractors are responsible for the costs of acquiring the building permits. The Contractor will obtain and pay for all trade permits and other miscellaneous permits that may be required by the City/County. Tap fees for connections to off-site water and sewer lines will be paid by unless specified differently by contract documents.

1.14 Storm Water Pollution Prevention Plan: Once the Notice to Proceed has been issued, the Contractor is obligated to comply with the applicable municipalities and applicable SWPPP codes and protocol. The Contractor assumes full responsibility for any complaints, citations, maintenance and complete management of the SWPPP plan including any and all documentation. For new schools with demolition scope by a separate contractor, Contractor shall coordinate with the separate contractor for a seamless transfer / transition of an existing SWPPP. Contractor will then submit all documentation to the District at closeout.

1.15 Construction Specification Index: All construction documentation will follow the 2016Construction Specification Index format.

1.16 The contractor shall tag locations of all equipment within the scope of work to comply with FBISD construction standards.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 USE OF PREMISES

A. Contractor shall coordinate work of all trades with assistance by owner's representative for all subcontractors or consultants retained by FBISD.

Contractor shall sequence, coordinate, and perform the Work to impose minimum hardship on the operation and use of the existing facilities and/or Project site. Contractor shall install all necessary protection for existing improvements, Project site, property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the Work.

B. Contractor shall confine entrance and exiting to the Project site and/or facilities to routes approved by the Owner.
C. Contractor shall secure building entrances, exits, and Work areas with locking devices as required by the Owner.
D. Contractor assumes custody and control of Owner property, both; fixed and portable, remaining in existing facilities vacated during the work.
E. Contractor shall cover and protect surfaces of rooms and spaces in existing facilities turned over for the work, including Owner property remaining within as required to prevent soiling or damage from dust, dirt, water, and/or fumes. Contractor shall protect areas adjacent to the Work in a similar manner. Prior to Owner occupancy, Contractor shall clean all surfaces including OWNER property.
F. Within existing facilities, the Owner will remove or request the contractor to remove portable equipment, furniture, and supplies from work areas prior to the start of Work. CONTRACTOR shall cover and protect remaining items in areas of the Work.
G. Contractor is advised that school may be in session during performance of the work. Contractor shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the Owner, Contractor shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. Contractor shall install and maintain air compressors, tractors, cranes, hoists, vehicles, and other internal combustion engine equipment with mufflers, including unloading cycle of compressors. Contractor shall discontinue operation of equipment producing objectionable noise as required by the Owner.
H. Contractor shall protect all surfaces, coverings, materials, and finished Work from damage. Mobile equipment shall be provided with pneumatic tires.
I. Contractor shall furnish, install, and maintain adequate supports, shoring, and bracing to preserve structural integrity and prevent collapse of existing improvements and/or Work modified and/or altered as part of the Work.
J. Contractor shall not use or allow anyone other than Owner employees to use facility equipment, except in an emergency.

End of Section 01 10 00

PART 1 CERTIFICATION OF COMPLIANCE

1.1 REQUIREMENTS

A. Work related to this section “Certification of Compliance” is in accordance with Texas Government Code (411.0845), Texas Administrative Code (153.1101), Texas Education Code (22.0834 & 44.034), and Board Policy (CJA).

1.2 CRIMINAL HISTORY IN GENERAL

A. Before entering into a contract with the District, a person or business must give notice to the District if the person or an owner or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

PART 2 DEFINITIONS

A. ”Contracting entity” is an entity that contracts directly with the District to provide services to the District.

B. “Subcontracting entity” is an entity that contracts with another entity that is not a district to provide services to a school district.

C. “Direct contact with students” is the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee.

1. 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.
2. 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.

PART 3 EMPLOYMENT / CONTRACT

A. A person who, on or after January 1, 2008, is offered employment by an entity that contracts with the District or any subcontractor of the entity must submit to a national criminal history record information review if:

1. The employee or applicant has or will have continuing duties related to the contracted services; and
2. The employee or applicant has or will have direct contact with students.

B. An entity contracting with the District and any subcontractor of the entity shall obtain all criminal history record information that relates to a person described above through the criminal history clearinghouse as provided by Government Code 411.0845.

C. A contracting entity shall require that a subcontracting entity obtain all criminal history record information that relates to a person described above.

PART 4 CERTIFICATION TO DISTRICT

A. Contractor Certification
   1. The entity and any subcontractor of the entity shall certify to the District that it received all of the criminal history record information required above. The entity and any subcontractor of the entity shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

B. Sub-Contractor Certification
   1. The subcontracting entity must certify to the District and the contracting entity that the subcontracting entity has obtained all criminal history record information that relates to an employee described above at EMPLOYMENT / CONTRACT, and has obtained similar written certifications from the subcontracting entity's sub-contractors.

C. Contractor and Sub-Contractor
   1. The contracting entity and any subcontractor of the entity shall provide the District, at its request, the information necessary for the District to obtain criminal history record information for all covered contract employees.

D. COMPLIANCE WITH REQUIREMENT
   1. The contracting entity complies with the requirements of this section if the contracting entity obtains a written statement from each sub-contracting entity certifying that the subcontracting entity has obtained the required criminal history record information for employees of the subcontracting entity and the subcontracting entity has obtained certification from each of the subcontracting entity's subcontractors.

E. DISQUALIFYING CONVICTION
   1. The contracting entity shall not permit a covered contract employee to provide services at the District if the employee has a disqualifying conviction under Texas Education Code 22.085.

PART 5 CRIMINAL HISTORY RECORD INFORMATION

5.1 Each person as described above (PART 3), performing work on site under this contract (including Contractors, Project Managers and/or Job Foreman) is required to obtain a background check through the DPS criminal history clearinghouse.

5.2 The Contractor shall pay all associated processing fees for this history and clearance.

5.3 The Contractor shall, prior to commencement of any work at the site. Certify that the firm has obtained, reviewed and verified the criminal history for each person

described above (PART 3).

5.4 The contractor shall, prior to commencement of any work at the site. Certify that no person described above (PART 3) have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

5.5 In addition the contractor shall, obtain from each Sub contractor, prior to commencement of any work at the site. Certify that the firm has obtained, reviewed and verified the criminal history for each person described above (PART 3).

5.6 In addition the contractor shall, obtain from each Sub contractor, prior to commencement of any work at the site. Certify that no person described above (PART 3) have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

5.7 The background checks shall remain confidential in a file located in the Contractors / Sub-Contractors possession.

5.8 The Contractor shall be advised that the background checks may take longer than a week to obtain from the Texas Department of Public Safety.

PART 6 ISSUANCE OF CLEARANCE IDENTIFICATION/ACCESS BADGES

6.1 Only after an individual criminal history has been obtained, reviewed and verified by the Contractor / Sub Contractor, a badge, hardhat emblem, or other visible identification identifier should be issued to the individual.

6.2 On request by the district, the Contractor / Sub Contractor must make available to law enforcement (District Police Department) a list off all persons that a criminal history has been obtained, reviewed and verified and that have been issued clearance identification/access badges for this project.

A. SUBMITTAL
   1. Submit sample Identifier for project record.

6.3 RESPONSIBILITY

A. All work and expenses required to obtain clearance identification/access badges or for other activities required in this section shall be borne by the Contractor as part of the Contract.

6.4 RULES AND REGULATIONS REGARDING IDENTIFICATION BADGES

1. Clearance identification/access badges provide access to the campus.
2. Any employee found on the campus without an -issued clearance identification/access badge will be escorted from the site and not be allowed to return until wearing a proper clearance identification/access badge.
3. All clearance identification/access badges are the property of the Contractor and must be immediately returned under the following conditions:
   a. Upon expiration; Upon separation of employment (for any reason);
   b. If convicted of, any disqualifying conviction under Texas Education Code 22.085

c. The Contractor shall immediately notify the District of personnel, Suppliers or Subcontractors whose work is terminated or completed and shall ensure badges are returned within 30 days of notification.

6.5 Escorting:

1. Any district staff, may escort any individual(s). THE ESCORT MUST REMAIN WITH THE INDIVIDUAL(S) BEING ESCORTED AT ALL TIMES WHILE ON THE SITE.
2. Escorts shall be limited to five (5) individuals, or less, depending on the circumstances to ensure positive control is maintained at all times.
3. A non-badged person can be escorted a maximum of five (5) times in a calendar year, starting the day of the first escort.

6.6 All badges that are lost, stolen, or otherwise unaccounted for must be immediately reported to the District.

6.7 Unsecured Doors: Contractors and their employees will be held accountable for doors located within their work sites that provide direct or indirect access to the campus. Doors that provide such access must NOT under ANY circumstances be left open and unattended. Individuals who have been issued Contractor badges are required to challenge any individual attempting unauthorized access to the campus.

6.8 Contractors requiring access through vehicle gates must make arrangements for access through the General Contractor/Campus.

PART 7 SPECIAL REQUIREMENTS

7.1 Each campus has specific access procedures which may include campus specific verification software and other visitor management requirements.

7.2 Coordinate and comply with each campus' requirements prior to start of work for their individual process.

PART 8 KEYS AND ACCESS CARD

8.1 Contractors that require keys and/or access card to perform work at the project site shall coordinate with the assigned FBISD Project Manager.

8.2 Keys should never be issued to Sub Contractors.

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PART 9 FORMS (attached for your use)

9.1 Certification of Criminal History Record Information Review by Contractor

9.2 Certification of Criminal History Record Information Review by Sub-Contractor

End of Section 01 14 13

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY CONTRACTOR

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

_____

Project/Agreement: _____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm hired *before January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the contracting firm hired *on or after January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students. The undersigned further certifies that no employees of the contracting firm, who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above. _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY SUBCONTRACTOR

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

_____

Name of Contractor:_____

Mailing Address: _____

_____

Project/Agreement: _____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the subcontracting firm identified below, swears and affirms to _____ Independent School District (the "District") and to the Contractor identified above that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the subcontracting firm who (i) have or will have continuing duties related to the subcontracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the subcontracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the subcontracting firm identified below, swears and covenants that no present or future employee of the subcontracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any sub-subcontractor of the subcontracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(3) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the subcontracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the subcontracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

(4) The undersigned firm further certifies that it has obtained certifications from all subcontractors whose employees (i) have or will have continuing duties related to the subcontracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), that such subcontractors have obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the subcontracting firm assigned to perform services to under the Project or Agreement, and that no employees have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

_____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Sections:

1. Division 00 Competitive Sealed Proposal Form – Alternates and Unit Pricing.
2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract documents are either increased or decreased.

1.4 PROCEDURES

A. A Unit Price is a cost for a unit of work, as described in the Proposal Documents. The Owner may add or deduct Unit Price work at the amounts stated on the Proposal Form and such amounts shall not be subject to additional mark-up by the Contractor or his Subcontractors.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. If the quantities of the items listed in the Schedule of Unit Prices are increased, the Unit Prices set forth by the Contractor shall apply to such increased quantities. Unit Prices for adjusting the Contract Sum for less work or material installation will be 95% of these amounts.

PART 2 PART 2 - PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

End of Section 1 22 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by Proposers and stated on the Proposal Form for certain work defined in the Proposal Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the total addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum. Pricing for alternates may not be submitted or listed in the form of an allowance amount on the proposal form.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
2. Cost listed for each Alternate includes cost of related coordination, modification or adjustment.

B. Notification: Immediately following award of the Contract, Contractor shall prepare and distribute to each entity or person to be involved in the performance of the Alternate Work, a notification of the status of each Alternate scheduled herein. Indicate which alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates if any.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Claims for additional costs or time extensions resulting from changes to the Work as a result of the Owner's election of any or all Alternates will not be allowed.

E. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

ALTERNATES ARE TO BE CONSIDERED ON THEIR OWN, AS IF OTHER ALTERNATES ARE NOT TAKEN.

A. Refer to section 00 Competitive Sealed Proposal forms for Schedule of Alternates

B. **Alternate No. 1 Base Bid Adjustment**
The undersigned agrees to complete all base bid work and adjust the final base bid lump sum amount. Refer to Section 004001 Alternate Bid Form for additional information.

C. **Alternate No. 2 via the Deviations Form** in section 00 21 13 Instructions to Bidders. If the owner elects to proceed with Alternate No. 2, the undersigned agrees to complete the ADDITIVE work for the lump sum as stated in Section 004001 Alternate Bid Form.

D. **Alternate No. 3 Settler Way Stacking Renovations** add stacking lanes parking spaces and entry aprons to the south drive as shown in drawing x-C2.0. Partial demolition of existing conditions shall be included as indicated.

E. **Alternate No. 4 for schools Goodman ES and Highlands ES only:** At areas indicated to receive irrigation, demolish the existing bed and salvage the landscaping plant materials along the building face to expose the existing weepholes; provide 2'-0" wide 3000 psi concrete mow strip where indicated. Re-grade area ensuring positive drainage to existing catch basins. Re-install salvaged plant materials, provide irrigation for all reinstalled planting beds. Irrigation systems shall include either Hunter or Rainbird components (do not mix) smart controllers and rain sensors. Contractor shall field locate the irrigation tap and meter**.**

End of Section 01 23 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:

1. Division 01 Section "Allowances" for products selected under an allowance.
2. Division 01 Section "Alternates" for products selected under an alternate.
3. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
4. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor and Owner.

1.4 SUBMITTALS

A. Substitution Requests: General Contractor to submit a copy of each request for consideration to be reviewed by A/E and owner. Identify product or fabrication or installation method to be replaced. Include related Specification Section number and title, Drawing numbers and titles and complete documentation for substitution Include the following information with each request:

1. Certification by the Contractor to the effect that, in the Contractor’s opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it will perform adequately in the application indicated.
   a. Include in a certification the Contractor’s waiver of right to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, where applicable or requested.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated, where applicable or requested.
i. Research reports evidencing compliance with building code in effect for Project, from IBC, where applicable or requested.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum

3. Acceptance of substitutions will be delivered in writing by A/E, owner’s representative or owner. Upon acceptance contractor will follow Section 01 33 00 Submittal Procedures and/or CSI division specifications for accepted substitutions.
4. Substitutions may be considered only when specified product or material is no longer available in the market; or if the product or material provides a better value to the Owner and is within, or less than the project budget.
5. This Substitution procedure is not allowed during the Procurement Phase.

6. During the Construction Phase, all substitutions proposed by the GC shall be approved in writing by the A/E and the Owner.
7. Approval: If necessary, Architect will request additional information or documentation for evaluation within a reasonable amount of time from receipt of a request for substitution. Architect will recommend to the owner's representative acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Owners' representative will recommend to the District acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Upon recommendation from the owner's representative, the District will provide acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation.
    a. Forms of Acceptance: Owner Provided Substitution Request Form, which can be attached to any of the following (as applicable): Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work with Design Manager and Owner written approval.
    b. Rejection will include a statement giving reason for rejection from AE or Owner's representative.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.
B. The Owner may not consider the request if the Contractor cannot provide the product or method because of failure to pursue work promptly or coordinate activities properly.

PART 2 PRODUCTS

2.1 SUBSTITUTIONS

Approval process for both types of substitutions shall be as described above.

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
    1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
        a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
        b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

A. Substitutions for Convenience: Architect will consider requests for substitution if received within twenty (20) days after the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of Architect, only when there is an advantage to the Owner.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities that Owner may assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      b. Requested substitution does not require extensive revisions to the Contract Documents.
      c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      d. Substitution request is fully documented and properly submitted via Owner provided Substitution Request Form.
      e. Requested substitution may not adversely affect Contractor's construction schedule.
      f. Requested substitution has received necessary approvals of authorities having jurisdiction.
      g. Requested substitution is compatible with other portions of the Work.
      h. Requested substitution has been coordinated with other portions of the Work.
      i. Requested substitution provides specified warranty.
      j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. System Substitution: No changes should be anticipated in major building system types or approved manufactures in pricing of schedule; the Owner has standardized materials in place in existing buildings, and will not change for the convenience of the

contractor.

PART 3 - **EXECUTION (Not Used)**
PART 4- **FORMS (attached for your use)**
4.1 Substitution Request Form

End of Section 01 25 00

Substitution Request
(Must be submitted within 15 days after date of contract, unless special circumstances exist)

To: Carolina Fuzetti – Executive Director Design and Construction _____Date: _____

AE Firm: _____ Project Manager: _____

BP #: ____ Org No: _____ Project Name: _____

Submission #: _____ Contractor: _____

Project Type: ___ Addition ___ Renovation ___ New Construction

SUBSTITUTIONS MUST BE ORIGINATED BY CONTRACTOR & EVALUATED BY A/E / DESIGN AND CONSTRUCTION PRIOR TO SUBMITTAL TO BOND OFFICE.

Description of Substitution:

_____

Reasons for Request: (specified product no longer available, extended warranty, lower initial cost, reduced maintenance cost, better quality, available immediately, schedule improvement, other): _____

_____

_____

Credit due to District, if any: $_____.
Reduced Contract Time, if any: _____ days

Product Listing Schedule: (Attach any required documentation)

Related unit-of-work Specifications Section #	
Generic name as used in the Contract Documents	
Proprietary name, model number, and similar product designation	
Prime Contractor Name / Phone #	
Sub-Contractor Name / Phone #	
Rationale: (Why is change needed?)	
Features & Benefits: (What is the benefit to	

FBISD?)	
Potential Issues: (What are the drawbacks or negative impacts?)	
Construction Impact: (What is the potential impact to cost or schedule?)	
O&M Impacts: (What are the potential impacts to parts & labor maintenance cost, spare parts inventory, and current maintenance practices?)	
Utility Cost Impact: (What is the potential impact on electric, gas and water utility consumption and cost to FBISD?)	
Drawing #	

Contractor's Certification:
In the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and it will perform adequately in the application indicated. The Contractor waives the rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

_____

_____

General Contractor's or Representative Signature Date

	APPROVED	REJECTED	DATE	REASON
A/E's Recommendation (within 2 wks. of receipt)				
FBISD Facilities Recommendation				

Pending Information Noted below:

Final Response to Substitution Request: _____ Approved _____ Not Approved

_____

District Representative Date

_____

Project Manager Date

_____

Design Manager Date

Refer to Specifications Section 01 60 00 for additional provisions and GC Agreement 3.4.2.1 and 3.5.1.

A/E, PM and/or District are not authorized to waive any code requirements. If the Request is approved, when signed by the District and Project Manager and received by the Contractor, this document becomes effective immediately as a FBISD Approved substitution and the GC Firm shall proceed with the change(s) described above. If the Request is not approved, no changes can be implemented

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections:

1. Changes to the Contract may involve close coordination between this Section and Section listed below. Retain Section in subparagraph below that contains requirements Contractor might expect to find in this Section but are specified in other Sections.
2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS –

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

B. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change without Owner approval

C. Within time specified in Proposal Request or five (5) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
3. Include costs of labor and supervision directly attributable to the change.
4. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

D. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. The A/E will issue a work change proposal request using the district's program management information system (PMIS). A potential change order (PCO) will be issued in the PMIS under the PCO module. The contractor will upload all appropriate backup per the requirements in the AIA 201 under section 7. Upon execution of workflow and approval of the PCO the contractor will be provided approval via email or PMIS notification and work can begin. A CO will be issued at a later date to be agreed upon by A/E, contractor and owner's representative.
   1. Construction - PCOs: This category is used to capture any Potential Change anticipated during the life of the projects. All AEA's, CAEA's, and COs are initiated with a PCO as well as any potential item identified by the owner's representative that may end up being voided.
   2. PCOs Reports: Several Prolog Report are available. The categorization established allows reports to be provided for specific categories depending on the request or the audience.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. PROCESS:

1. CCDs will be issued by the A/E via Prolog (Potential Change Order Module) and the documents will be signed via DocuSign.
2. The Project Team will review the GC Construction Schedule for evidence of potential time impact to the Construction Schedule, contract or related contracts. The GC will be required to demonstrate that the change impacts specific critical activities in the overall schedule, and to what extent. Determination of impact to fees and other costs resulting from schedule delays to be provided to owner's representative and the District for review, approval or rejection.
3. The Project Team will conduct a CPM review, and may include preparation of independent fragment analysis where necessary to verify the criticality of the proposed changed work.
4. The PMT may produce a partial CPM schedule that displays any significant time impact of the proposed change for further analysis.
5. The PMT will keep these analyses confidential in a restricted access file.
6. The GC will be required to prepare recovery schedules to minimize delays.
7. Negotiations: The PM will schedule and coordinate the negotiation sessions. Attendees will include the GC, the representatives from the District, the PM and A/E.
8. The Negotiation Team will meet with the GC with the intent to negotiate an agreement. The number of negotiating sessions will be based on the complexity of the issues and the scope of the change.
9. If there is no agreement with the GC during negotiations, and it is determined that the Change is required, the A/E will prepare an AIA Form G714 Construction Change Directive (CCD).
10. If there is an agreement, the A/E will initiate a CO as appropriate.
11. The PM will monitor all CCDs and report the status to the District.
12. Document Control collects required signatures via DocuSign, ensures that files are saved electronically and files the original CCD in the hardcopy files.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

End of Section 01 26 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 1 – General Requirements, and Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS

A. By the 25th of the month, the Project Manager (PM), the Architect (A/E), and the General Contractor (GC) meet to conduct a quality control of the current month Payment Application with attachments.

B. The A/E and PM perform visual observations of the work in order to verify GC estimates of job progress, including verification of stored materials in bonded warehouses. The GC, PM and A/E meet to determine appropriate percentages of completion on all items on the Schedule of Values (SOV).

C. Upon agreement by the PM and A/E, the GC submits Payment Application (Pay App) in District approved format via Kahua, as per GC Agreement with all necessary supporting material. The GC includes any required back-up documents (PDF format) to substantiate work completed, at minimum: SOV, Monthly Schedule with baseline, SBE report.

D. The A/E reviews the pay application. If there is need for clarification or additional information, the A/E discusses with the GC and obtains the needed information. Upon approval, the A/E approves certifies the Pay Application (Pay App) and approves the workflow in Kahua and notifies PM (via workflow). If the Pay App is not approved, the A/E sends it back to the GC for resubmission.

E. The PM reviews the pay App. If not approved, sends back to GC for resubmission. If the workflow is approved, Kahua workflow notifies District's Design & Construction (D&C) Construction Manager for review.

F. D&C Construction Manager reviews and approves the Pay App in Kahua, notifies Controls Manager via Kahua workflow. If the Pay App is not approved, Construction Manager sends Pay App to PM for resubmission.

G. Controls Manager reviews and approves the Pay App in Kahua, notifies District's Design & Construction (D&C) Director. If the Pay App is not approved, Controls Manager sends Pay App to PM for resubmission.

H. The District's D&C Executive Director approves the Pay App in Kahua and notifies D&C Budget Accounting Associate (via workflow). If not approved, send Pay App to PM for resubmission.

I. D&C Accounting Associate reviews and inputs Pay App in PeopleSoft. If not approved send Pay App back to PM for resubmission. If approved send to District's accounting for processing.

J. District's Accounting processes payment to GC in People Soft and notifies GC. Checks are cut on Tuesdays and Thursdays and issued via Automated Clearing House (ACH) system for electronic checks transfer.

K. Wednesday and Friday the GC receives payment.

1.3 RELATED SECTIONS/DOCUMENTS

A. General Conditions: Progress Payment, and Final Payment.

B. Section 013300 – Shop Drawings, Product Data and Samples

C. Section 012973 – Schedule of Values

D. Section 013120 – Small Business Enterprise Procedure

1.4 FORMAT

A. AIA G702 – Application and Certificate for Payment
B. For continuation sheet, use AIA G703 in format at Section 012973 for schedule of values.

1.5 PREPARATION OF PAY APPLICATIONS

A. Type required information or use media printout.
B. Execute certification by authorized officer.
C. Use data on approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for products.
D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for original item of Work.
E. Prepare one application with a schedule of values for each school with a breakdown in the current CSI format. Payment Application format may be provided by the PM.
F. Each school shall have a separate schedule of values for Renovation Work and for Addition Work.

1.6 SUBMITTAL PROCEDURES

A. Schedule meeting (20) days prior to submitting first pay request, to review schedule with Architect and Project Manager.
B. Submit one (1) original copy of each Application for Payment at times stipulated in Agreement.
C. Submit Pay Application via Owners designated software (Kahua). Include with the submission:
    1. G702, G703
    2. SBE Utilization Report
    3. Contractor Release of Liens
    4. Sub-contractor Release of Liens
    5. Projected Contractor Invoicing schedule (Cashflow) for the next 6 months
    6. Updated construction schedule (complying with contract dates)
D. Payment Period: Submit at intervals stipulated in the Agreement.

1.7 SUBSTANTIATING DATA

A. When Architect requires substantiating information, submit data justifying line item amounts in questions. On Owner controlled allowance items, submit actual invoices from supplier of product or service.

1.8 FORMAT AND SUBMITTAL REQUIREMENTS

A. Set-up format and submittal requirements include but are not limited to the following:
    1. Contractor must use AIA G702 and AIA G703 forms for Application for Payment or form provided by PM.
    2. All values should be taken to the hundredth (dollar).
    3. All items must be broken down by school, by addition/renovation (where applicable). This break down must match the breakdown as specified in the GC Contract or established with the Program Manager.
    4. All items must be organized by the current CSI division.

5. All items must be broken down by material and labor.
6. All applicable current CSI divisions must be sub-totaled.
7. Each addition/renovation (where applicable) and school must be sub-totaled.
8. The Owner's Contingency Allowance (O.C.A.) should occupy one line item at the bottom of each addition/renovation and match the amount specified in the GC contract. This line item should be separated from any other CSI division.
9. All other contract allowances (pre-bid or post-bid) should be specified per the GC contract.
10. General Conditions, P&P Bonds, Insurances, Fees, Building Permits, Mobilization, and De-mobilization must be identified.

B. Post-set-up format and submittal requirements include but are not limited to the following:
1. Contractor may not change the "scheduled values" after approval of the Schedule of Values (SOV) by the A/E, PM, and FBISD (at first Application for Payment).
2. Include FBISD P.O. number on AIA G702.
3. Include FBISD P.O. number in application number. For example, "222123-3" would be the third Application for Payment for P.O. 222123.
4. Certified by A/E.
5. Previous invoice totals match previous invoice.
6. Attach an SBE Pay Sub Contractor/Sub Consultant Utilization Report, signed or acknowledged by e-mail or waiver by all SBE subcontractors. (Acknowledgment must include amount paid during current period.)
7. Attach an SBE Pay Sub Contractor/Sub Consultant / Suppliers Payment Certification Form, signed or acknowledged by e-mail or waiver by all SBE subcontractors. (Acknowledgment must include amount paid during current period.)
8. Attach a schedule for each project, updated for the billing period, with Substantial Completion dates per GC contract or applicable CO.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

End of Section 01 29 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 01 – General Requirements, and the Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of Schedule of Values (SOV).

1.3 RELATED SECTIONS/DOCUMENTS

A. General Conditions.
B. Section 01 29 00 – Payment Procedures.

1.4 FORMAT

A. Print SOV on AIA Documents G703 – Continuation Sheet for Application and Certificate for Payment.
B. Follow Table of Contents of Project Manual for listing components parts. Identify each line item by number and title of major Specifications Section.

1.5 CONTENT

A. Using the current Master Format™ Edition, in CSI format, each school shall have a separate SOV for Renovation Work and for Addition Work, as applicable.
B. In CSI format, list installed value of each major item of Work to serve as a basis for computing values for Progress Payments. Round off values to nearest dollar. All values should be taken to the Dollar.

C. List Owner Controlled Contingency Allowance and other allowances with the specified monetary amount for each allowance in separate divisions.
D. Contractor to use separate lines for bonds, insurance, temporary facilities and controls, superintendents, mobilization, and demobilization. Each item shall include prorated portion of overhead and profit.
E. Provide line item for safety on the SOV.
F. Provide line item for closeout on the SOV.
G. The sum of the values listed shall equal total Contract Sum.

1.6 SUBMITTAL

A. GC prepares and submits a SOV timely prior to the submittal of the first pay application and that the A/E and PMT reviews and responds prior to the approval of the first pay application.
B. Upon resolution of issues, the PM is responsible for providing a letter accepting the SOV.
C. Payment against the approved SOV is based on earned value which is derived from the status of the construction as observed by the A/E and PM.
D. Submit a copy via Kahua transmittal of the SOV within ten (10) days of award of contract and prior to Pre-Construction Meeting or first pay application.

E. Identify Project by title and number.
F. Secure the A/E and owner's representative (PM) approval of the SOV prior to submitting the first Pay Application.

G. The activities on the SOV are to reflect construction by area or phase.
H. Breakdown all costs into equipment, materials, and labor.

1.7 SUBSTANTIATING DATA

A. When the A/E or the PM requires substantiating information, submit data justifying line item amounts in question.
B. Provide one (1) copy of data with cover letter for each copy of Pay Application. Show Pay Application number and date and line item by number and description.

PART 2 PRODUCTS (Not Applicable)

PART 3 PART 3 – EXECUTION (Not Applicable)

End of Section – 01 29 73

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General project coordination procedures.
   2. Administrative and supervisory personnel.
   3. Requests for Information (RFIs).
   4. Project meetings.
   5. Closeout Procedures

B. Related Sections:
   1. Division 01 Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
   2. Division 01 Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Pre-installation conferences.
   7. Project closeout activities.

8. Startup and commissioning of systems.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within ten (10) days following Notice to Proceed, submit a list of key personnel per submittal procedures in 01 33 00, including superintendent and other personnel in attendance at Project site. Identify individuals; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses.
   1. Post copies of list in project meeting room, in temporary field office, in construction safety manual, and provide copies electronically to AE, owner's representative or others upon request. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified using the Program Manager's electronic project management software.
   1. Architects will respond to RFIs that are initiated by the contractor and not by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
   3. Contractor uses the RFI to request direction and/or clarification resulting from, but not limited to the following:
      a. Conflicts, omissions, ambiguities, or discrepancies within the Contract Documents
      b. Conflicts between the Contract Documents and any provision of code or regulation applicable to the performance of the work
      c. Conflicts between the Contract Documents and any standard specification or instruction of a manufacturer
      d. Conflicts with differing existing conditions.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor’s signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form generated using Owner’s designated software with substantially the same content as indicated above.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received on the following working day.
    1. The following RFIs will be returned without action:
        a. Requests for approval of submittals.
        b. Requests for approval of substitutions.
        c. Requests for coordination information already indicated in the Contract Documents.
        d. Requests for adjustments in the Contract Time or the Contract Sum.
        e. Requests for interpretation of Architect's actions on submittals.
        f. Incomplete RFIs or inaccurately prepared RFIs.
    2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
    3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
        a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing via the owner’s designated software within seven (7) days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit on a weekly basis a log of RFI’s organized by the RFI number. The log should be generated using the Owner’s designated software.

1.7 PROJECT MEETINGS

A. Preconstruction Conference: Architect and Project Manager will schedule and conduct a preconstruction conference at the earliest possible date after the execution of the Agreement and before starting construction, at a time convenient to Owner, PM and Architect.

1. Purpose of the conference will be to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, PM, Architect, and their consultants; Contractor and its superintendent; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including any or all of the following:

    a. Introductions
    b. Submission of Post Proposal Information if any outstanding
    c. Tentative Construction schedule.
    d. Meetings: dates, locations, attendees, types, agendas
    e. Communication: Owner's representative electronic project management software, correspondence flow
        1) Lines of communications
    f. Schedule:
        1) Phasing
        2) Critical work sequencing and long-lead items
    g. Designation of key personnel and their duties
    h. Procedures for processing field decisions and Change Orders
    i. Procedures for RFIs
    j. Consultant / Lab Notification Requirements
        1) HazMat
        2) Roofing
        3) Envelope
        4) Test & Balance
        5) Materials Testing
        6) Commissioning
        7) Other Inspections as applicable.
    k. Procedures for processing Applications for Payment
        1) AIA G702 and G703 (Schedule of Values)
        2) Cash flow
        3) Updated Schedule
        4) AE Review
        5) SBE
    l. Distribution of the Contract Documents.
    m. Submittal procedures.
    n. Preparation of record documents.
    o. Use of the premises and existing building
    p. Work restrictions.
    q. Working hours.
    r. Owner's occupancy requirements.

s. Responsibility for temporary facilities and controls.
    1) Site access
    2) Signage
    3) Dumpsters
    4) Fencing
    5) SWPPP
    6) Parking availability
    7) Office, work and storage areas
    8) Equipment deliveries and priorities
t. Procedures for disruptions and shutdowns.
u. Safety
    1) Emergency Contact List
    2) First aid.
    3) Site Security.
v. Progress cleaning.

4. Minutes: Architect will record and distribute meeting minutes using the Program Manager's electronic project management software.

B. Progress Meetings: The architect and the Project Manager will schedule and administer progress meetings at weekly intervals.
1. Contractor shall make physical arrangements at site for the progress meetings.
2. Location of meetings: Contractor's field office, unless agreed upon mutually by the Architect, Contractor and PM.
    a. Determine at the Pre-construction Meeting if space in the existing facility or facilities is available for meetings.
    b. For multiple school Bid Packages, weekly progress meetings will be held at each school site on a rotating basis. Site specific meetings will be held at the discretion of the PM.
3. AE will prepare agenda, distribute notice of the meeting, PM will preside at meetings. AE will record minutes and distribute copies within five (5) days after meeting to participants, and to entities affected by decisions at meetings. Distribution will come from owner's software or email.
4. Coordinate dates of meetings with preparation of payment requests.
5. Attendees:
   In addition to representatives of Owner, Owner's representative, Professional Consultants, as appropriate to the agenda, and Architect, each contractor, job superintendent, subcontractor, supplier, and other entities as appropriate to the agenda shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
6. Agenda will contain some or all of the content below:
    a. Review and correct or approve minutes of previous progress

meeting.

b. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    1) Safety (lost time, accidents, violations, etc.)
    2) Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time including PCOs.
        a) Review schedule for next period.
    3) New Business (Field observations, problems, decision, identification of problems which impeded planned progress, non-confirming work, etc.)
    4) RFI's and RFI log review
    5) Submittals and submittal log review
    6) PCOs, CAEAs and related log reviews
    7) Review of draft Application for Payment, as necessary.
    8) For new schools: LEED Certification status and strategy.

c. Review present and future needs of each entity present, including the following:
    1) Interface requirements.
    2) Sequence of operations.
    3) Access.
    4) Site utilization.
    5) Temporary facilities and controls.
    6) Progress cleaning.
    7) Quality and work standards.
    8) Status of correction of deficient items.
    9) Field observations.
    10) Pending claims and disputes.

7. Minutes: Using the Owner's designated software, the entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
    1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its

coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner, PM, and Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following as applicable:
   a. Contract Documents.
   b. Related RFIs.
   c. Submittals.
   d. Review of mock-ups.
   e. Possible conflicts.
   f. Compatibility problems.
   g. Time schedules.
   h. Weather limitations.
   i. Manufacturer's written recommendations.
   j. Warranty requirements.
   k. Compatibility of materials.
   l. Acceptability of substrates.
   m. Space and access limitations.
   n. Testing and inspecting requirements.
   o. Installation procedures.
   p. Coordination with other work.
   q. Required performance results.
   r. Protection of adjacent work.
   s. Protection of construction and personnel.
   t. For new schools: LEED Certification status and strategy.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions. The meeting minutes will be documented by the GC.
4. Reporting: GC shall distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Reinstallation Conference: When required in individual Specification Sections, convene a reinstallation conference at work site prior to commencing work of the section.
   1. Require attendance of entities directly affecting or affected by Work of the Section.
   2. Notify Owner, PM and Architect at least seven (7) days in advance of meeting date.
   3. GC shall prepare agenda, preside at conference, record minutes, and distribute copies within five (5) days after conference to participants.
   4. Review conditions of reinstallation, preparation and installation procedures, and coordination with related work.

E. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner, Owner’s representative and

Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's representative, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following: Preparation of record documents.
   a. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
   b. Submittal of written warranties.
   c. Requirements for preparing operations and maintenance data.
   d. Requirements for demonstration and training.
   e. Preparation of Contractor's punch list.
   f. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
   g. Submittal procedures.
   h. Responsibility for removing temporary facilities and controls.
   i. Review of General Contractor Close Out Checklist (see Part 3 – Execution)
   j. Commissioning
   k. Testing and Balancing.
4. Minutes: Architect will record and distribute meeting minutes using the Owner's designated software.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 The General Contractor Close-out checklist will be completed by the owner's representative, architect, and general contractor. A copy will be submitted with the substantial completion AIA G704 and the certificate of final completion. The checklist can be found under section 01 77 00.

End of Section 01 31 00

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section specifies administrative and procedural requirements necessary for coordinating Work operations including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.

1.2 RELATED REQUIREMENTS

A. Section 01 32 16: Construction Schedule.
B. Section 01 33 00: Submittal Procedures.
C. Section 01 45 23: Test and Balance and Commissioning for HVAC.
D. Section 01 77 00: Contract Closeout.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

3.1 COORDINATION

A. Contractor shall coordinate operations included in various sections of Contract Documents to assure efficient and orderly installation of each part of Work. Coordinate Work operations included under related sections of Contract Documents that depend on each other for proper installation, connection, and operation of Work, including but not limited to:
   1. Schedule construction operations in sequence required where installation of one part of Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
   3. Provide provisions to accommodate items scheduled for later installation.
   4. Prepare and administer provisions for coordination drawings.
B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required in notices, reports, attendance at meetings, and:
   1. Prepare similar memoranda for Owner and Separate Work Contract where coordination of their Work is required.
C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of Work. Such administrative activities include, but are not limited to, following:
   1. Preparation of schedules.
   2. Installation, relocation, and removal of temporary facilities.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project closeout activities.

D. Conservation: Coordinate Work operations to assure operations are carried out with consideration given to conservation of energy, water, materials, and:
    1. Salvage materials and equipment involved in performance of, but not actually incorporated into Work.

3.2 SUBMITTALS

A. Coordination Drawings: Contractor shall prepare coordination drawings to coordinate the installation of products and materials fabricated, furnished and installed by separate entities, under different parts of the Contract. Contractor shall notify Owner and Architect of all major conflicts in writing in a timely manner so that the design team can respond without construction delays. Coordination drawings shall address the following at a minimum:
    1. Limitations in available space for installation or service. Contractor shall overlay plans of each trade and verify space requirements and conflicts between trades. Minor changes and adjustments that do not affect design intent shall be made by Contractor and shall be highlighted for Architect's review.
    2. Incompatibility between items provided under different trades (such as difference in voltage between equipment specified under Divisions)
    3. Inconsistencies between drawings, specifications and codes (between trades and within each trade).
    4. Additional items required for existing facilities construction projects shall be designed and prepared from available as-built drawings that are verified through non-invasive and non-destructive, visual observation only. Contractor shall field verify actual existing conditions during and upon completion of demolition work and incorporate findings into preparation of co-ordination drawings. Minor changes and adjustments that do not affect design intent shall be made by Sub-Contractor and shall be highlighted for Owner and Architect's reviews.

B. Prepare coordination drawings in CAD with each trade on a separate layer, in specified color and scale. Contractor and each Subcontractor shall provide and forward reproducible copies and CAD drawing files in the order described here:
    1. Structural shop drawings shall indicate location and sizes of columns, beams and other structural members, as well as wall, roof and slab penetrations, and will be provided to mechanical, electrical, low voltage and plumbing Sub-contractors for co-ordination. Structural items shall be indicated using black lines.
    2. HVAC Subcontractor will indicate all ductwork, piping and equipment complete with installation and dimensioned service clearances, duct and pipe sizes, fitting types and sizes, top or bottom of duct and pipe elevations, distances of ducts, pipes and equipment from building reference points and hanger and support locations. Minor changes and adjustments that do not affect design intent shall be made by Subcontractor and shall be highlighted for Owner and Architect's reviews. Forward drawings

to plumbing, electrical and low voltage Subcontractor for further coordination. HVAC items shall be indicated using orange lines.

3. Plumbing Subcontractor will indicate all plumbing lines, and equipment complete with installation and dimensioned service clearances, pipe sizes, fitting types and sizes, top or bottom of pipe elevations, distances of pipes and equipment from building reference points and hanger/support locations. Coordinate with HVAC Subcontractor. Minor changes and adjustments that do not affect design intent shall be made by Sub-contractor and shall be highlighted for Owner and Architect's reviews upon completion drawings shall be forwarded to Fire Sprinkler Subcontractor for further coordination. All Plumbing items shall be indicated using blue lines.
4. Fire Sprinkler Subcontractor will indicate fire sprinkler piping and equipment complete with installation and dimensioned service clearances, pipe sizes, fitting types and sizes, top or bottom of pipe elevations, distances of pipes and equipment from building reference points and hanger or support locations. Coordinate with Plumbing and HVAC Subcontractors. Minor changes and adjustments that do not affect design intent shall be made by sub-contractors and shall be highlighted for Owner and Architect's reviews. Upon completion drawings shall be forwarded to Electrical and Low Voltage Contractor for further coordination. Fire sprinkler equipment shall be indicated using red lines.
5. Electrical and Low Voltage Subcontractors will indicate service and feeder conduit runs and other electrical equipment complete, including low voltage with installation and dimensioned service clearances, sizes, top or bottom of conduit and rack elevations, distances of conduits and equipment from building reference points and hanger and support locations. Coordinate with Fire Sprinkler, Plumbing and HVAC Subcontractors. Minor changes and adjustments that do not affect design intent shall be made by sub-contractors and shall be highlighted for Owner and Architect's reviews. Upon completion drawings shall be forwarded to Contractor for further coordination. Electrical work shall be indicated in dark green lines. Low voltage work shall be indicated in light green lines.
6. Contractor will be responsible for the overall coordination review. As each coordination drawing is completed, Contractor will meet with Owner to review and resolve all conflicts on coordination drawings.
7. Coordination meetings will be held in Project field office of Contractor. Contractor is required to distribute Shop Drawings, cut sheets and submittals to Subcontractors where appropriate. Reviewed coordination drawings will be maintained in Project field office of Contractor. Meeting minutes shall be developed by Contractor and submitted to Owner within 5 days.
8. GC will provide coordination effort for Owner provided consultants (included, but not limited to, Material Testing, Roofing

Commissioning, Testing and Balancing) to ensure that activities meet contractual and schedule requirements.

End of Section 01 31 13

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FORT BEND INDEPENDENT SCHOOL DISTRICT

SUB-CONTRACTORS/SUB-CONSULTANTS/SUPPLIERS PAYMENT CERTIFICATION FORM

Instructions:
1. This form shall be completed and signed by an officer of the Sub-contractor's/Sub-consultant's company for each payment received from the Prime Contractor and shall be returned to the Prime Contractor for its submission to FBISD.
2. The Prime Contractor shall attach this completed form to each application for payment submitted to FBISD.

PROJECT NO./TITLE: _____

NAME OF SUB-CONTRACTOR: _____

ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____
(Date) **(Prime Contractor)**

in the amount of $_____ as full payment of our Invoice No. _____ dated _____

for work performed during _____ under Contract/Project No. _____
(Enter Time Period)

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Daily construction reports.
   2. Material and equipment delivery status reports.

B. Related Sections:
   1. Division 01 Section “Construction Progress Schedule”.
   2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
   3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format. These documents are to be uploaded into the Owners designated software (Kahua/ Kahua):
   1. PDF electronic file. Submit and upload into owner’s designated software.

B. Daily Construction Reports: GC to submit Daily Construction Reports. These reports are to inform the Owner and Owner’s Program Manager the progress of the work being performed and work being completed. The GC shall report known deviations from the Contract Documents, any defects and deficiencies observed in the work. Reports and any required supporting documents such as photographs, test reports, etc. must be submitted in Owner designated Software.

C. Material and Equipment Delivery Status Reports: Submit at weekly construction progress meetings.

D. Request For Information (RFI): Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event

PART 2 PRODUCTS

2.1 REPORTS

A. Daily Construction Reports: Prepare a daily construction report using the Owners designated software (Kahua/ Kahua) recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. Approximate count of personnel at Project site.
   3. Equipment at Project site.
   4. Material deliveries.
   5. High and low temperatures and general weather conditions, including presence of rain, adverse weather conditions, high winds, impending tropical storms, or hurricanes.

6. Accidents.
7. Meetings and significant decisions.
8. Defects and Deficiencies
9. Photographs
10. Test Reports
11. Unusual events (refer to special reports).
12. Stoppages, delays, shortages, and losses.
13. Meter readings and similar recordings.
14. Emergency procedures.
15. Orders and requests of authorities having jurisdiction.
16. Change Orders received and implemented.
17. Construction Change Directives received and implemented.
18. Services connected and disconnected.
19. Equipment or system tests and startups.
20. Partial completions and occupancies.
21. Substantial Completions authorized.

B. Material and Equipment Delivery Status Reports: Weekly prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

PART 3 EXECUTION – Not Used

End of Section 01 32 00

PART 1 GENERAL

1.1 Description

A. Section includes administrative and procedural requirements for developing, submitting and updating a Critical Path Method (CPM) schedule.

1.2 Quality Control and Quality Assurance

A. The Contractor shall develop and maintain a Project Schedule for each project site (School) in accordance with the requirements of this Section. The requirement for a Project Schedule is included to:
   1. Ensure adequate planning before and during the execution and progress of the Work in accordance with the allowable number of working days and milestones.
   2. Assure coordination and execution of the work among various trades of the Contractor, subcontractors, suppliers, third party utility companies or other related entities that may be involved in the Project.
   3. Assist the Contractor, architect and the Owner in evaluating:
      a. Contract performance relative to the required contract schedule milestones.
      b. Monthly progress.
      c. Proposed Contract Modifications.
      d. Documenting anticipated, requested and or approved time extensions.
      e. The documentation of unplanned events, time extensions and other impacts arising from such events.

B. The project schedule shall show the sequence and interdependencies of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the work. The project schedule shall employ computerized CPM planning, scheduling and progress reporting of the work as described in this specification. The Contractor shall create and maintain the schedule using project scheduling software that utilizes the fundamentals of CPM for scheduling. New schools or projects with a value of $5M dollars or more will be required to use P6 scheduling. A variance can be given by owner's representative if requested in writing prior to the NTP.

C. New schools or projects of $5M or more: Within seven (7) calendar days after issuance of Notice to Proceed unless otherwise noted the Contractor shall designate in writing a schedule representative who shall be responsible for coordinating with the PM during development and maintenance of the Project Schedule. The Contractor's representative shall have the expertise to operate the CPM software and be capable of rapidly evaluating alternate scenarios to optimize management capabilities. The Contractor has the option to utilize qualified outside scheduling consultation for the assistance of developing and maintaining the Project Schedule, however, the use of an outside consultant does not relieve the Contractor of responsibilities for compliance of this specification. The Contractor's schedule representative shall have complete authority to act for the Contractor in fulfilling the schedule requirements of the Contract.

D. All activities shall have at least one predecessor and one successor unless approved by the PM. The exceptions are no predecessor is needed for the Notice To Proceed (NTP) milestone and no successor is needed for the Project Completion milestone.
E. With the exception of the specified contract substantial completion milestone, the contractor shall not use any constraints of any type without prior approval of the Owner.
F. The Baseline Schedule project substantial completion milestone for each campus shall be assigned a "Finish on or Before" constraint. The required contract finish date shall be assigned to track project delivery related to contract requirements. The progress schedule submitted shall not have any constraints without approval from the owner.
G. Each activity's "Activity ID" and "Activity Description" or "Task Name" shall remain unchanged throughout the duration of the project, subsequent to the acceptance by the Owner.
H. An activity's "Activity Description" may only be revised to clarify an activity's original scope. If the scope of an activity increases or decreases, a replacement activity shall be created.
I. PM acceptance shall be obtained prior to making any changes or revisions to an activity's "Activity Description".

1.3 Submittals

A. All CPM Schedules (preliminary and baseline) shall be presented submitted per specification 01 33 00 at review meeting.. One electronic copy in pdf and an accessible format not pdf to be uploaded to Kahua per submittal procedures 01 33 00. The substantial completion date in the detailed CPM schedule shall coincide with the substantial completion date on the contract.
B. Schedule Update: The Contractor shall submit with every payment application a copy of the approved baseline CPM Schedule with a narrative of the progress or delay of scheduled activities.
C. Recovery or Revision to the CPM Schedule: The Contractor shall provide a Recovery CPM Schedule within seven (7) calendar days of any CPM schedule update meeting or at the request of the architect or owner's representative. A recovery schedule to the baseline will be requested if any milestone, completion date or end of Period Performance falls seven (7) calendar days or greater behind scheduled completion of the activity on the CPM schedule(negative float).

PART 2 PRELIMINARY CPM SCHEDULE

2.1 Preliminary CPM Schedule

A. The preliminary CPM schedule will be delivered to the owner's representative and architect within three (3) days of NTP. The preliminary CPM Schedule shall be the basis for the sequence of work during the first sixty (60) calendar days of the Contract while the Project Schedule is being developed, submitted, reviewed and accepted. If the acceptance of the Project baseline CPM Schedule extends beyond sixty (60) days, the Preliminary CPM Schedule shall be updated according to the requirements stated in paragraph 3.3.

2.2 Schedule Review and Acceptance

~~A.~~ The PM, Architect/Engineer and the Contractor shall meet within seven (7) calendar days of receipt of any CPM Schedule for joint review. The Contractor shall revise any areas, which, in the opinion of the owner's representative and/or Architect/Engineer, conflict with either the intent of this specification or the timely completion and acceptable coordination of the Project. In the event the Contractor fails to define any element of work activity or logic currently designed and the owner's representative review does not detect this omission or error, such omission or error, when discovered by the Contractor, architect or the owner's representative, shall be corrected by the Contractor.

B. Within seven (7) calendar days after the joint review between the architect, contractor and the owner's representative, the Contractor shall revise the CPM Schedule in accordance with agreements reached during the joint review and submit the revised schedule as project CPM schedule per the deliverable requirements.

C. Acceptance of the CPM project schedule by the architect and owner's representative does not relieve the contractor of any of its responsibility for the accuracy or feasibility of the project schedule. However, to the extent that the accepted Project Schedule is reasonable, it becomes a part of this Contract.

D. Submission and final acceptance by architect and owner's representative of the CPM schedule will be a condition precedent to the application or payment of any progress payments under the contract, unless otherwise agreed upon by the Owner. The owner's representative shall notify the contractor of the Owner's acceptance of the CPM Schedule in writing.

PART 3 PROJECT CPM SCHEDULE

3.1 Project Schedule

A. The Project Schedule shall begin at the project NTP and incorporate the accepted Preliminary CPM Schedule including all required revisions and applicable progress updating as warranted. The baseline project schedule shall indicate a logical sequence of work for each project site (school). Utilize the schedule in planning, scheduling, coordinating and performing the work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The Project Schedule shall indicate the sequence and interdependencies of activities required for complete performance of the Work.

Proposed durations assigned to each activity shall not exceed ten (10) days unless approved by owner's representative in writing. In developing the baseline project schedule, the Contractor shall be responsible for ensuring that subcontractor work scope and sequencing at all tiers, as well as its own work, is included. If a contract for a subcontractor has not yet been awarded for a certain portion of the work, the Contractor is responsible for the development of the schedule for the work as described under this section. After the subcontractor award of contract, the Contractor shall modify the current accepted schedule to reflect any changes or revisions for the subcontractor sequence of work and submit for approval to architect and owner's representative.

Under no circumstance or event, shall a schedule modification or revision under this paragraph extend a milestone. The baseline project schedule shall comply with the various limits imposed by the scope of work and by any contractually specified intermediate milestone dates and completion dates. The degree of detail shall be to the satisfaction of the architect and the owner's representative.

B. Provide sufficient detail and clarity of form and technique so that all work can be properly controlled and progress monitored by the owner's representative and architect. The project schedule shall consist of, but not be limited to, the following criteria:
    1. Full detail of all major procurement activities including the activities and information contained within the baseline CPM Schedule. Break up all procurement activities for major components and long lead items to include submittal dates, fabrication duration, and expected delivery dates.
    2. Full detail of all major construction activities including the activities and information contained within the CPM Schedule. Add column for responsible party (i.e. owner, subcontractor trade, 3rd party, etc.) for all construction activities.
    3. Multiple Calendars shall be used for establishing Holidays and periods of non-work based on the School Operations Parameter Statement in the Project Information Section of Division 0, concrete curing activities, other weather or ambient temperature sensitive construction activities, and or other work requiring overtime or double shift work.
    4. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, precipitation and/or saturated soil to ensure recognition, planning and anticipation of intermittent inclement weather throughout the project duration on a monthly basis. In addition, activities of similar nature shall be assigned to independent calendars based on this weather data. Contractor to provide a Weather Log each month as part of their Schedule Submittal.
    5. Activity duration in whole working days with a maximum duration of ten (10) working days each, unless otherwise approved by the owner's representative, except for non-construction activities including mobilization, procurement and concrete curing activities.
    6. For projects where hazardous materials are present and require abatement by the Owner, such abatement activities may take place prior to the Contractor's mobilization and start of any work or they may take place concurrently with the Contractor's work. In cases where abatement activities must take place concurrently with Contractor's work, the Contractor shall allow for these activities to be incorporated into the Project CPM Schedule as separate activity line items. The Contractor shall allow time for these activities to take place at the appropriate time within the project schedule and shall coordinate their work with such abatement activities.

7. At a minimum, the following guidelines, intermediate and final milestones shall be included in the project schedules for each individual project site (school).
   a. Notice to Proceed
   b. Required Periodic Inspections (examples: rebar, utilities, electrical and mechanical rough-in, overhead and architectural
   c. Time allotted for coordination with and execution of abatement activities
   d. Specific Phase start and finish dates – renovations and additions
   e. CPM Schedule submission and acceptance
   f. Building dry-in
   g. Permanent power
   h. Conditioned air available
   i. Completed testing and acceptance of Life Safety Systems and other critical building components
   j. Completion of ADA upgrades in restrooms
   k. Commissioning, when project requires
   l. Building Flush out, when project requires
   m. Ten percent (10%) minimum float for the project
   n. Substantial Completion
   o. Final Completion
   p. Owner Turn-Over / Start-Up / Project Closeout Activity / Warranty Period / Owner Testing/Training
   q. Earliest Date that Owner can occupy the affected portion of the building (by phase, by complete project, etc.). This shall include all necessary approvals, permits (Fire Marshall Acceptance, Certificate of Occupancy, etc.).

C. The Contractor shall prepare a written narrative explaining the Contractor's approach to construction for the entire project. The narrative shall elaborate on the basis for durations, major equipment to be used, calendars utilized, activity coding applied, smart ID descriptions and all major assumptions used to develop and support the schedule. The narrative shall also include the Contractor's description of the critical path work activity as represented in the baselined project schedule.

D. Deliverable: Within fourteen (14) calendar days after the Notice to Proceed, the project CPM schedule deliverable will be submitted by the Contractor and uploaded to Kahua shall include the following:
   1. Two (2) copies (preferably 11 x 17) of the project schedule delivered at the review meeting. The critical path shall be readily discernible in red ink.
   2. Two (2) copies of the written narrative as described in paragraph 3.1.C.
   3. One (1) electronic copy in pdf and an accessible format, not pdf, to be uploaded to Kahua per 01 33 00.

3.2 Schedule Review and Acceptance

A. The architect, owner's representative, and the Contractor shall meet within seven (7) calendar days of submitted CPM project schedule on a date selected by the owner's representative and agreed upon by all. The

meeting will be to discuss review the submitted project schedule. If a revision or justification is requested, the Contractor shall re-submit the proposed project schedule within seven (7) calendar days and address all issues to the satisfaction of the architect or owner's representative. Any and all disagreements or interpretations of the meaning or intent of this specification shall be solely dictated by the Owner.

B. The architect, owner's representative and the Contractor shall meet within seven (7) calendar days of receipt of the Contractor's response, if needed, to review, corrections or adjustments of the Contractor's proposed project schedule. Any area, in the opinion of the architect and/or owner's representative, conflicts with timely completion of the project, shall be subject to revision by the Contractor.

C. Within seven (7) calendar days after the joint review meeting and no acceptance of the project schedule, the Contractor shall incorporate revisions as directed by the architect and owner's representative and re-submit the proposed project schedule per the deliverable requirement as stated in paragraph 3.1.D. All further review by the architect and owner's representative and shall be within seven (7) calendar days of receipt of revised schedule by the contractor. This will continue until the architect and owner's representative are satisfied.

D. The owner's representative shall notify the Contractor in writing of final acceptance of the Contractor's Project Schedule using submittal approval procedures stated in section 01 33 00 and the project schedule will become baseline for the project. The baseline schedule will not be changed through the life of the project unless requested by owner or owner's representative in writing.

E. In the event the Contractor fails to define any element of work, activity or logic in the project schedule during the review and the owner or owner's representative does not detect this omission or error, when discovered it shall be corrected by the Contractor and amended to the project schedule as soon as possible. The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule.

3.3 Schedule Updates

A. After the Project Schedule is accepted by the architect and owner's representative and the Contractor, it shall be "baselined" and used as a comparison for future progress updates.

B. If the Contractor's schedule reflects or the architect and/or owner's representative determines, that the Contractor is at least ten percent (10%) or at least negative seven (-7) calendar days behind the "baselined" schedule, the Contractor shall provide a revised or recovery schedule. The Contractor's revised or recovery schedule must incorporate a proposed plan for bringing the work back on schedule and completing the work by the contract completion date at no additional expense to the Owner. A narrative indicating the revised approach to schedule recovery is to accompany the recovery schedule submittal. The revised or recovery schedule shall be in accordance to paragraph 1.3.B.

C. Out-of-Sequence progress logic shall be reviewed by the contractor's scheduler and corrected before submitting the progress update.

D. The percentage of all work shall be calculated by estimating the actual remaining duration time for each progressed activity. The data date of each schedule update shall be determined by the owner's representative. Contractor prepared estimates of the percent completion of each scheduled activity and the necessary supporting data shall be submitted.
   1. One (1) original baseline schedule indicating actual activity start and/or finish dates and revised (current) remaining durations.
   2. A narrative report shall be included that indicates in writing those activities the Contractor knows to be seven (7) days beyond the baseline schedule completion date and current or anticipated conditions that have delayed or may delay the work in order to discuss remedial action. The Contractor shall also explain, for work that reflects less than satisfactory progress, whether any uncompleted and/or upcoming work will (or will not) be affected in a like manner and the Contractors method of correction. Any additional written information necessary to support the updated schedule including explanations of revisions to activities: logic, durations, resources, etc.

E. In case of disagreements at the project progress meeting concerning actual progress to date, the Owner or owner's representative determination shall govern. Upon completion of the schedule update meeting, the Contractor shall revise the schedule update to reflect progress as of the date of the schedule update meeting and any approved revisions to the schedule update and carry out a computer produced calculation to determine the status of the project schedule.

F. Each Schedule Update shall be forwarded to the architect and owner's representative using the owner's project management software per section 1.3.A of this specification within seven (7) calendar days after the schedule update meeting and shall include a narrative report with the following information:
   1. Activities that have been added to the project schedule update.
   2. Activities that have been deleted from project schedule update.
   3. Activities that have "Actual Starts" prior to the month of this project schedule update and remain unfinished.
   4. Activities that have "Actual Starts and Actual Finishes" in the month of this project schedule update.
   5. A description of any approved revisions to the activity descriptions, schedule logic, or initial activity durations.
   6. One (1) electronic copy of the updated CPM schedule update indicating the progress made up to the date of the schedule update and indication of any revisions to the CPM schedule update uploaded to Kahua per 1.3.A of this specifications.
   7. One (1) electronic pdf format written narrative as described in paragraph 3.3.F and uploaded to Kahua with the updated schedule.

8. One (1) native “xer” electronic file with the native updated schedule for the owner’s review. Transmittal by Email to the PM with a transmittal cover sheet uploaded to Kahua with the schedule pay application files.
9. A list of all days occurring for the life of the project that may have impacted the schedule. Determination on the validity of the impact will be established at the recovery schedule meeting. If all parties cannot agree the owner’s representative’s determination shall govern.

3.4 Revisions to the Project Schedule

A. The Contractor may also request revisions to the project schedule in the event the contractor’s planning for the work is revised. If the Contractor desires to make changes in the project schedule to reflect revisions in his method of operating and scheduling of the work, the contractor shall notify the architect and owner’s representative in writing, stating the reason for the proposed revision. If revision to the schedule is contemplated, the architect or owner’s representative shall so advise the other in writing at least seven (7) calendar days. A schedule update meeting will be requested by the contractor describing the revision and setting forth the reasons thereof.

3.5 Project Float Time

A. Float time is not for the exclusive use or benefit of either the contractor or the Owner. Contractor’s work shall proceed according to early start dates, and the Owner shall have the right to reserve and apportion float time according to the needs of the project. The contractor acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any affect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.

3.6 Impact Analysis for Change Orders, Delays, and Contractor Requests:

A. When changes are initiated or the Contractor desires to revise the project schedule, the contractor shall submit to the architect and owner’s representative a narrative explaining the time impact to the project. The narrative will be sent to the architect and owner’s representative via transmittal from Kahua and a schedule review meeting will be scheduled within seven (7) days or at the convenience of the architect and owner’s representative.
B. Activity delays shall not automatically mean that an extension of time of any milestones is warranted or due to the contractor. A change or delay may not affect existing critical activities or cause non-critical activities to become critical. A change or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on any milestone.
C. A comprehensive narrative of each time impact shall be submitted within seven (7) calendar days after the commencement of a delay or the notice for a change is given to the contractor.
D. Recommendation to the Owner for the acceptance or rejection of each time impact will be made by the architect and/or the owner’s representative. Recommendations shall be made within seven (7) calendar days after a schedule review meeting has taken place, unless

subsequent meetings or negotiations are necessary. After a decision has been made by the Owner an acceptance notification will be sent by the owner via change order with approved time if accepted. All approved changes shall be incorporated into the baselined schedule prior to the next pay application by the contractor.

End of Section 01 32 16

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic construction photographs.
   3. Final completion construction photographs.
   4. Periodic construction video recordings.
   5. Owner designated software

B. Related Sections:
   1. Division 01 Section "Unit Prices" for procedures for unit prices for extra photographs.
   2. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
   3. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
   4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
   5. Division 02 Section “Structure Demolition” for photographic documentation before building demolition operations commences.
   6. Division 02 Section "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.
   7. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files in the quantities and at the intervals described in paragraph 3.1 of this section.
   1. Digital Camera: Minimum sensor resolution of 10 mega pixels.
   2. Format: Unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
   3. Identification: Provide the following information with each image description in file metadata tag:
      a. Name of Project.
      b. Name of Contractor.
      c. Date photograph was taken.
      d. Description of vantage point, indicating location, direction (by

compass point), and elevation or story of construction.
e. Unique sequential identifier keyed to accompanying key plan.

C. Construction Photographs: The project requires comprehensive documentation of construction progress and post inspection milestones. Submit electronic copies of each photographic view in the quantities and at the intervals described in paragraph 3.1 of this Section.
1. "Progression" photo sets are to be performed at periodic intervals throughout the duration of construction, as applicable to the scope and as follows:
a. Site survey (Pre-construction): A one-time shot that provides coverage of site and immediate surroundings.
b. Interior progression shots: Broadly track the improvements from logical perspectives, to be performed at regular intervals and coordinated with pace of erection.
c. Pre-slab/Pre-Chase/Interior record shots: Underground or concealed utilities will be documented post inspection/pre-insulation and prior to pouring slabs, backfilling or closing chases/walls/ceilings.

D. Video Recordings: Submit video recordings in accordance with paragraph 3.2 of this Section.
1. Submit video recordings in digital electronic format.
2. Identification: With each submittal, provide the following information:
a. Name of Project.
b. Name of Contractor.
c. Date recording was recorded.
d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
e. Weather conditions at time of recording.

1.4 QUALITY ASSURANCE
A. Photographer Qualifications: An individual who has the basic skills necessary to record digital photographs and electronic recordings.

1.5 COORDINATION
A. Auxiliary Services: Provide auxiliary services necessary, including temporary lighting required to produce clear, well-lit photographs.

1.6 USAGE RIGHTS
A. Contractor will transfer copyright usage rights if necessary to Owner for unlimited reproduction of photographic documentation.

PART 2 PRODUCTS

2.1 PHOTOGRAPHIC MEDIA
A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 10 mega pixels.
B. Digital Video Recordings: Provide high-resolution, digital video recordings.

PART 3 EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
   1. Taking photographs or video recordings with students and schools staff included on the photograph is strictly prohibited.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
   1. Date and Time: Include date in file name for each image.

C. Preconstruction Photographs: Before starting demolition or construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or as directed by Architect.

D. Periodic Construction Photographs: Take photographs and submit with daily field report in Kahua. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take a minimum of 20 color photographs after date of Substantial Completion for submission as project record documents.

3.2 CONSTRUCTION VIDEO RECORDINGS

A. Owner's Training: Record video during the manufacturer's training session. Deliver the recordings with the O&M Manual(s).

B. Submit videos in electronic format on flash drives. Label all videos according to the equipment the training is about.

End of Section 01 32 33

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections but not limited to:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment.
2. Division 01 Section "Schedule of Values" for submitting the schedule of values.
3. Division 01 Section "Project Management and Coordination" key personnel.
4. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
5. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
6. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
7. Division 01 Section "Demonstration and Training" for submitting video recordings of equipment demonstration and training of Owner's personnel.

C. Refer to other Division 1 Sections and other Contract Documents for Specifications on administrative submittals. Such submittals include, but are not limited to the following:

1. Permits.
2. Payment Applications.
3. Inspection and Test Reports.
4. Schedule of Values
5. Progress Reports.
6. Listing of Subcontractors

D. Shop Drawings are technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:

1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shop-work manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.

Standard information prepared with specific reference to a Project is not considered to be shop drawings.

E. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to the following items:
   1. Manufacturer's product specifications and installation instructions.
   2. Standard color charts.
   3. Catalog cuts.
   4. Rough-in diagram and templates.
   5. Standard wiring diagrams.
   6. Printed performance curves.
   7. Operational range diagrams.
   8. Mill reports.
   9. LEED specific information (as applicable)
   10. Standard product operating and maintenance manuals.
   Modify standard product data, drawings and diagrams to delete information not applicable to the project, and / or supplement standard information to provide specific data that is applicable to the work.

F. Samples are physical examples of Work, including but not limited to the following items:
   1. Partial sections of manufactured or fabricated work.
   2. Small cuts or container of materials.
   3. Complete units of repetitively used materials.
   4. Swatches showing color, texture and pattern.
   5. Color range sets.
   6. Units of work to be used for independent inspection and testing.

G. Miscellaneous Submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including but not limited to the following:
   1. Specially prepared and standard printed warranties.
   2. Maintenance agreements.
   3. Workmanship bonds.
   4. Survey data and reports.
   5. Project photographs.
   6. Testing and certification reports.
   7. Record Drawings.
   8. Field measurement data.
   9. Operating and maintenance manuals.
   10. Keys and other security protection devices.
   11. Maintenance tools and spare parts.
   12. Overrun stock.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and/or Contractor's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that may or may not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections. Submittal schedule will be delivered by contractor within 7 days of NTP.

1. Coordinate submittal schedule with list of subcontracts and Contractor's construction schedule.
2. Submit revised submittal schedule monthly to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal category: i.e. Action, informational, shop drawing.
   d. Name of subcontractor.
   e. Description of the Work covered.
   f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Contractor must process Submittals using the Owners designated software (Kahua).

B. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings. Architect will use transmittal in owner’s designated software to record distribution of CAD drawings or other electronic files.
   a. Digital Drawing Software Program: The Contract Drawings may be in AUTOCAD format.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
    b. Coordination/ approval of certain submittals may be required by either owner or owner designated consultants.

D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
    1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
    2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
    3. Resubmittal Review: Allow 14 calendars days for review of each resubmittal.
    4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

E. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
    1. Indicate name of firm or entity that prepared each submittal on label or title block.
    2. Include the following information for processing and recording action taken:
        a. Project name
        b. Date
        c. Name of Architect
        d. Name of Contractor
        e. Name of subcontractor
        f. Name of supplier
        g. Name of manufacturer
        h. Submittal number or other unique identifier, including revision identifier.
            1) Submittal number shall use Specification Section number followed by a decimal point and then a

sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

F. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
   1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
      a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
   3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
   4. Include the following information on an inserted cover sheet as applicable:
      a. Project name.
      b. Date.
      c. Name and address of Architect.
      d. Name of Contractor.
      e. Name of subcontractor.
      f. Name of supplier.
      g. Name of manufacturer.
      h. Number and title of appropriate Specification Section.
      i. Drawing number and detail references, as appropriate.
      j. Location(s) where product is to be installed, as appropriate.
      k. Related physical samples submitted directly.
      l. Other necessary identification.
   5. Include the following information as keywords in the electronic file metadata:
      a. Project name.
      b. Number and title of appropriate Specification Section.
      c. Manufacturer name.
      d. Product name.

G. Options: Identify options requiring selection by the Architect.

H. Deviations: Identify deviations from the Contract Documents on submittals.

I. Transmittal: Assemble each submittal individually and upload to owner’s designated software. Use submittal procedures to direct submittals to the party or parties responsible for review and approval of submittal. Reviewers will return submittals using the owner’s designated software submittal reviewer procedure.

J. Resubmittals: Make resubmittals in same form as initial submittal and use owner's designated software submittal procedure.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Post electronic submittals as PDF electronic files directly to the appropriate location within the Owners designated software
      a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   2. Submit electronic submittals via the Owners designated software as PDF electronic files.
      a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   3. Action Submittals: Submit informational submittal with request for Architect to review action submittal and provide date and time for event.
      a. Create individual action submittal using owner's designated software. Provide cover page per section F.4. Provide pictures, copies of emails or other proof Architect and contractor have reviewed action submittal.
   4. Informational Submittals: submit as PDF electronic files directly to the appropriate location within the Owners designated software.
   5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
   6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data**,** unless submittal based upon Architect's digital data drawing files is otherwise permitted.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.
   2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
   3. Submit Shop Drawings in the following format:
      h. PDF electronic file.
      i. Primitive native file if requested by architect or owner.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Architect to approve sample size.
   a. Number of Samples: Submit three sets of Samples. Architect will retain one with option to provide owner a sample; Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Submit subcontract list in the following format:
   a. PDF electronic file.
   b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

F. Qualification Data: Prepare written in pdf format information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, and other information specified.

G. Welding Certificates: Prepare written in pdf format certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

H. Installer Certificates: Submit written in pdf format statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

I. Manufacturer Certificates: Submit written in pdf format statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

J. Product Certificates: Submit written in pdf format statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

K. Material Certificates: Submit written in pdf format statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

L. Material Test Reports: Submit reports in pdf format written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

M. Product Test Reports: Submit written reports in pdf format indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

N. Research Reports: Submit written in pdf format evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

O. Preconstruction Test Reports: Submit reports written in pdf format by a qualified testing agency, on testing agency's standard form, indicating and

interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

P. Compatibility Test Reports: Submit reports written in pdf format by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

Q. Field Test Reports: Submit reports in pdf format indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents. Submit reports in owner's designated software

R. As pdf file upload in owner's designated software with daily report for the work by contractor.

S. Design Data: Prepare and submit written in pdf format and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect using owner's designated software in RFI module.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit in pdf format a copy of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
    1. Action Stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self-explanatory stamp, appropriately marked and executed to indicate the status of the submittal.
C. Informational Submittals: Architect will review each submittal. Architect will upload each submittal to owner’s designated software in the RFI module following the reviewer procedure.
D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review. Architect will notify contractor through owner’s designated software via the RFI module or via email the submittal is incomplete.
E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
F. Submittals that are required per contract agreements may be reviewed and approved by owner or owner’s representative.

End of Section 01 31 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, FBISD Safety Program Guidelines Manual, apply to this Section.

1.2 CONSTRUCTION SAFETY AND LOSS CONTROL PROGRAM

A. Contractor, along with the Subcontractors of all tiers, shall develop a composite Safety Program. The safety plan establishes minimum standards of performance regarding safety during the course of the work on the project. The prevention of job-related injuries and illnesses may require additional safety devices and/or procedures beyond these minimum standards. This Safety Program will include enforcement of safe practices, instructions, and direction in the use of safety equipment and personal protective equipment, and other such activities as may be necessary and appropriate to maintain job safety and accident prevention. A copy of the site-specific plan shall be submitted to the FBISD Project Manager for review prior to starting work onsite following submittal procedures outlined in 01 33 00.

B. Implementation and enforcement of the Safety and Loss Prevention Program for the work force of Contractor and all Subcontractors shall be responsibility of Contractor. Owner or representatives of the owner may conduct periodic jobsite safety inspections to monitor compliance with the Safety and Loss Prevention Program. If Contractor activities are not in compliance with their Safety and Loss Prevention Program, Owner or owner's representative will inform the Contractor in writing of the observed noncompliance, or safety hazards using owner's designated software. These items must be corrected in a timely manner. If the Contractor fails to correct any safety non-compliance or hazard, the Owner shall have the right but not the obligation to perform the correction action and withhold costs associated with the corrective action from the Contractors next or final payment. The owner or owner's representative reserve the right to shut down the job until corrections have been initiated and documented.

C. It is not the intent of this Contract to require the Owner, to provide services, assume responsibility or accept liability for the safety of work sites or any aspect of the work by Contractors or Subcontractors. Each contractor shall bear sole and exclusive responsibility for safety in all phases of their work. Nothing contained herein shall relieve such responsibility.

D. The Owner's role in achieving construction safety and health objectives include overall supervisory management for site safety. This responsibility does not supersede, override or take precedence over that of construction Contractors, who are ultimately responsible for the safety and health of their employees, Subcontractors, visitors, students, staff, the public and protection of property. The primary functions of the Owner as it relates to construction safety and health are to monitor Contractor compliance with the safety and health standards required by law and to administer and enforce the conditions of the contract pertaining to safety, health, and security.

E. Each Contractor and Subcontractor shall comply with all applicable safety related laws, including the following:
    1. Walsh-Healy Public Contracts Act 9 (Title 41 CFR, Part 50-2-3) and the included rules and regulations contained in the Occupational Safety and Health Standards, and Established Federal Standards (Title 20 CFR, Part 1910 and CFR, Part 1926).
    2. U.S. Department of Transportation Safety Requirements – Federal Highway Projects, 1968, including the requirements referred to in Appendix A therein.
    3. State and local codes and regulations.

F. Safety Documentation Reporting: Contractor shall submit to Owner and owner's representative the following reports upon request:
    1. All accident investigation reports shall be submitted no more than 24 hours after occurrence. The Contractor must maintain accurate records of personal injury and property loss, cooperate and aid in investigation of cases, and implement appropriate actions to prevent recurrence. Owner's representative shall be notified immediately following all accidents.
    2. A binder shall be maintained on site documenting safety orientation of new hire employees and shall be submitted when requested.
    3. Weekly Contractor-held safety meeting reports shall be logged in a binder on site and submitted upon request.
    4. Weekly site safety inspection reports performed by Contractor shall be logged in a binder on site weekly.
    5. Safe Plans of Action (SPA) shall be completed by the contractor prior to each task if required by loss and safety prevention plans and submitted upon request.
    6. Task Safety Awareness (TSA) meeting documents shall be maintained by the contractor if required by loss and safety prevention plans for review by the FBISD Project Manager upon request.
    7. A summary log of all accidents and injuries including first-aid treatments is to be maintained on site and submitted upon request.
    8. Crane re-certifications on an occurrence basis and proof of certification prior to beginning work shall be maintained in a log on site and submitted upon request.
    9. A Job Safety Analysis (JSA) shall be performed, signed off by all crewmembers, job superintendent; and Contractors competent person prior to all lifting activities using any means.
    10. Crane Safety – all crane operations will require a JSA for all hoisting operations; copy of the crane lift chart marked with longest and heaviest lifts; all crew members to sign off on JSA; barricade tape around crane at all times; need crane crew to indicate on a copy of the crane's lift chart where the highest and heaviest pick is located; tail swing location, etc.

11. A summary of contractor's OSHA Safety Violations and Citations for the site will be submitted to owner or owner's representative 4 working days prior to the opening Inspection Conference.
12. A notice of work termination shall be submitted via transmittal in owner's software to owner or owner's representative by the Contractor within 10 calendar days of a Subcontractor completing work under its Contract and leaving the jobsite.
13. A site-specific safety plan must be submitted via submittal procedure 01 33 00 within thirty (30) days of NTP. The final site-specific safety plan must be accepted by Owner prior to approval of first pay application.
14. Name and qualifications of an on-site safety person will be documented within the site-specific safety plan prior to approval of plan.
15. List of Hazardous Substances brought on site and SDS for each item.
16. Copy of OSHA 300 log for their project.
17. Accident and injury reports within 24 hours of occurrence.

1.3 SITE SAFETY DEVICES

A. Contractor and its Subcontractors performing work at project site maintain responsibility for providing all safety related equipment such as, but not limited to, testing equipment, safety valving, chains, locks, alarms, signal, signage, and personal protective equipment necessary to protect site workers, students, staff, and the general public.

B. Employees on walking and/or working surfaces with unprotected sides or edges six feet (6') or higher above a lower level shall be protected from falling by the use of guardrails, nets or personal fall arrest systems. This shall include, but is not limited to employees on the face of formwork, reinforcing steel or structural steel during and after erection, exterior and interior masonry work, roofing work, window installation, electrical work, mechanical work, and all other trades that require crafts/workers to work in areas where the height exceeds six feet (6') above the ground or work surface.

C. One hundred percent (100%) personal eye wear and head wear protection is required in all construction work areas and shall be worn at all times by employees of both the contractor and subcontractors (regardless of subcontractor tier). Protective eye wear shall conform and meet requirements stated in ANSI 287.1-1968.

D. Clean-Up and Waste Disposal. Contractor shall perform a daily site cleanup and otherwise keep the Project Site free from accumulation of waste materials, rubbish and other debris resulting from the performance of the Work. The Contractor shall also be responsible for providing mowing / grass cutting services for areas inside of the construction areas weekly. Contractor shall, in compliance with Applicable Laws, remove, transport, and dispose of any Hazardous Substance transported onto the Project Site by or on behalf of Contractor or any Subcontractor's activities at the Project Site. Contractor shall notify the Project Company immediately upon the discovery of the presence of any Hazardous Substance on, or the release of any set forth above, Contractor shall not

be responsible for the transportation, handling, storage or removal of any Hazardous Substances which existed at, on or in the Project Site prior to commencement by Contractor of the Work.

1.4 RESPONSIBILITY

A. Each participant involved in the construction of the project is individually responsible for conducting their activities to ensure compliance with all applicable project safety and health requirements. The owner and owner's representative are on site as observers and will help to monitor the approved contractor's loss and safety prevention plan and enforce federal, state, and local regulations or codes. The Contractor and the Contractor's Site Safety Manager is responsible for detailed monitoring of construction activities.

1.5 CONTRACTOR SITE SAFETY MANAGER RESPONSIBILITIES

A. The Contractor's Site Safety Manager is responsible for implementing the safety and health plan at the project level. The following specific safety and health plan guide will be followed:
   1. Pre-plan work activities through the use of Safe Plans of Action (SPA) in order to identify and control and safety and health issues, which may pose a hazard to employees or others.
   2. Contractors are responsible for completing Safe Plans of Action (SPA) and communicating them to employees prior to beginning each work task. This communication of safe work practices will be documented through the Task Safety Awareness meeting and form.
   3. Establish and maintain a safe and healthy work environment by adhering to the guidelines and procedures issued in the latest document of the Federal, State, local code, and site-specific requirements.
   4. Ensure that all Contractor employees and Subcontractors implement and abide by the safety, health, and security rules and regulations set forth by all regulatory agencies as well as those established by this plan.
   5. Hold, at minimum, weekly meetings with Subcontractors to discuss accident prevention measures, review any accident prevention measures, review any accidents which might have occurred since the last meeting, and institute any additional safety measures necessary to prevent future accidents. Meetings will include incidents, which may pose potential third party claim exposures to the District.
   6. Assure that Owner's staff is knowledgeable of all Contractor Subcontractor safety and health programs. The safety manager will give special attention to those operations, which require a coordinated effort by the Contractor and Owner.
   7. Maintain open and continuing communications between the Owner and the Contractors on safety and health issues.
   8. Assure that the safety program general requirements apply to visitors entering the project sites. A visitor's log will be established and maintained at each project.

9. Arrange for specific job safety training for Owner's staff members using or operating special equipment or entering confined spaces and/or the use of other personal protective equipment or other analysis instruments.
10. Require the Contractor personnel complete a thorough investigation of all accidents, occurrences. Reports shall be completed and submitted to the FBISD Project Manager within 24 hours after the occurrences.
11. Assure that safety is the FIRST subject of EVERY Contractor/Subcontractor meeting.
12. Review all safety inspection reports with the Subcontractors during the weekly progress meeting.
13. Prior to the construction activity by any Contractor and/or Subcontractor the Safety Manager will assure that all pre-work job safety analysis submittals have been reviewed.
14. Verify the Contractor has no outstanding safety deficiencies that could result in the delay of payment.
15. Assign and manage additional Contractor safety personnel as warranted.
16. Conduct weekly Contractor safety records and performance audits.
17. Attend safety training sessions as required by the Owner.

1.6 OWNER'S RESPONSIBILITIES

A. Review Contractors/Subcontractors safety plan.
B. Make recommendations for administrative action when Contractors fail to correctly identify safety, health, or environmental deficiencies.
C. Attend Contractor/Subcontractor toolbox safety meetings as deemed necessary.

1.7 CONTRACTOR SITE SAFETY SUPERINTENDENT (for projects exceeding $10 million dollars)

A. The Contractor shall appoint a Competent Site Safety Superintendent. The site safety superintendent may have other responsibilities on the project. Contactor shall submit, in writing, the name and qualifications of the proposed individual to serve as Site Safety Superintendent to FBISD for approval, prior to beginning work. The Site Safety Superintendent shall be qualified to serve in this capacity and shall not be changed without written notice to the FBISD Project Manager. All employee substitutions into this position must be approved by the FBISD Project Manager. The Owner shall have right to require removal of the Site Safety Superintendent should he/she be deemed incompetent, obstructive or ineffective in carrying out the work.
B. The Site Safety Superintendent employed by the Contractor shall have full authority to act and make decisions for the Contractor in safety and loss control related matters.
C. The Contractor's Site Safety Superintendent shall monitor all work to assure that it is being performed in accordance with the requirements of the Safety Program and site specific Contactor Safety Program. This person shall be present at the work site during regular and other work hours acting the capacity of Site Safety Superintendent.
D. Smoking shall be prohibited on all FBISD jobsites

1.8 SAFETY

A. Conduct weekly safety sessions.
B. Attendance: Mandatory for superintendent and foreman for Contractor and each Subcontractor.

End of Section 01 35 23

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control. Testing and Inspection documentation should be generated using the Owner's designated software.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. Owner will employ and pay for the service of an Independent Testing Laboratory to perform specified testing and laboratory services.

1. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
2. Contractor shall cooperate with the Laboratory to facilitate the execution of its required services.
3. Contractor shall pay for additional samples and tests required for Contractor's convenience or when initial tests indicate work does not comply with Contract Documents.
4. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
5. Specified tests, inspections, and related actions do not limit Contractor's other quality- assurance and -control procedures that facilitate compliance with the Contract Document requirements.
6. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this section.

C. Related Sections:

1. Division 01 Section "Allowances" for testing and inspecting allowances.
2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
3. Division 01 Section "Execution" for cutting and patching.
4. Divisions 02 through 49 Sections for specific test and inspection requirements.
5. Division 01 Section "Testing, Adjusting, and Balancing for HVAC" (TAB provided by owner)

1.3 DEFINITIONS

A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and

acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

C. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
E. Testing Agency: An entity engaged by the Owner to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
    1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
C. Conflicts between the specifications and the construction documents. The most stringent requirement will govern.
D. Conflicts on specification requirements. The most stringent requirement will govern.

1.5 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
B. Schedule of Tests and Inspections: Prepare in tabular form and include the following, as applicable:
    1. Specification Section number and title.
    2. Entity responsible for performing tests and inspections.
    3. Description of test and inspection.
    4. Identification of applicable standards.

5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following as applicable:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and re-inspection.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, and telephone number of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, and telephone number of factory authorized service representative making report.
   2. Statement that equipment complies with requirements.
   3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient p roduction capacity to produce required units.
D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329, ‘Standards of Recommended Practices for Inspection and Testing Agencies for Concrete and Steel as Used in Construction’; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
    1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
    2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by

manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
   2. Costs for retesting and re-inspection of construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities:
   1. For tests and inspections performed by the Owner's Testing Laboratories:
      a. Cooperate with Laboratory personnel; provide access to Work and to manufacturer's operations.
      b. Secure and deliver to the Laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
      c. Furnish to the Laboratory proposed concrete design mixes, and other material mixes which require evaluation by the Testing Laboratory, a minimum of fourteen (14) days prior to use on the Project.
      d. Furnish incidental labor and facilities
         1) To provide access to Work to be tested.
         2) To obtain and handle samples at the Project site or at the source product to be tested.
         3) To facilitate inspections and tests.
         4) For safe storage and curing of test samples.
         5) Notify Laboratory, PM and Architect sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
            a) When test or inspections cannot be performed after such notice, reimburse Laboratory for personnel and travel expenses incurred due to Contractor's negligence.
         6) Make arrangements with Laboratory and pay for additional samples, tests, or inspections as required for the Contractor's convenience.
         7) Make arrangements with Laboratory and pay for additional samples and tests required when initial test indicate non-compliance with Contract Documents, including load test.
   2. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control

activities required to verify that the Work complies with requirements, whether specified or not.

a. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
b. Retain first subparagraph below if some Specification Sections require an independent testing agency to perform certain tests and inspections.
c. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
d. Retain first subparagraph below to assure validity of agencies' reports.
e. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
f. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
E. Retesting/Re-inspection: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspection, for construction that replaced Work that failed to comply with the Contract Documents.
F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
    1. Schedule times for tests, inspections, obtaining samples, and similar activities.
G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .

1. Distribution: Distribute schedule to Owner, PM, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 EXECUTION

2.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours. Provide a copy of the log at completion of the project upon request of Architect, owner or owner's representative.

2.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

End of Section 01 40 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK REQUIREMENTS

A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar statements, as well as payments, associated with regulations, codes, and standards.

B. “Regulations” is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

C. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized", "selected", "required", and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown", "noted", "scheduled", and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

J. “Testing Agencies”: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and , if required, to interpret results of those inspections or tests.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Individual Specification Sections indicate which codes and standards the Contractor must keep available at the project site for reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

D. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.

1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction or other entity applicable to the context of the text provision.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations

1.6 SUBMITTALS

A. Permits, Licenses and Certificates: For the Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon

performance of the Work. Submit all applicable records via transmittal using owner designated software.

End of Section 01 42 00

PART 1 SERVICES - GENERAL

1.1 WORK INCLUDES

A. This Section specifies administrative and procedural requirements for testing and inspection services.

B. Services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RESPONSIBILITIES

A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.

1. The Contractor shall employ and pay an independent agency, to perform specified quality control services specified in PART 1 - GENERAL, QUALITY ASSURANCE. The cost for these services is not borne by the testing allowance.
2. The Owner will engage the services of an independent agency to perform inspections and tests specified in PART 3 - EXECUTION, QUALITY CONTROL, QUALITY CONTROL TESTING DURING CONSTRUCTION or FIELD QUALITY CONTROL.
3. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

4. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
5. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
6. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
    a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
    b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
    c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
    d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
    e. Security and protection of samples and test equipment at the Project site.

B. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
    1. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
    2. The Owner will employ and pay for the services of an independent Commissioning Agent,TAB services, and Material Testing services.

C. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
    1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
    2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

3. The agency shall not perform any duties of the Contractor unless informed in writing by the owner or owner's representative.

D. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. Additionally, Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
   1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.3 SUBMITTALS

A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate or pdf format, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate and pdf format.

B. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

C. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
   1. Date of issue.
   2. Project title and number.
   3. Name, address and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making the inspection or test.
   6. Designation of the Work and test method.
   7. Identification of product and Specification Section.
   8. Complete inspection or test data.
   9. Test results and an interpretation of test results.
   10. Ambient conditions at the time of sample-taking and testing.
   11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting.

1.4 QUALITY ASSURANCE

A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
   1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements at no additional cost to the Owner.

B. If, in the opinion of the Architect/Engineer or Owner, it is not practical to remove and replace the Work, the Architect or owner's representative will direct appropriate remedy or adjust payment.
C. The defective Work may remain, but sum/price will be adjusted to new sum/price at the discretion of Architect or Owner.
D. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
E. Authority of Architect/Engineer, or other appropriate agent identified to perform assessment by the Architect/Engineer or Owner, to assess defects and identify payment adjustments, is final.
F. Non-Payment For Rejected Products: In addition to replacement of rejected Work, payment will not be made for rejected products for any of the following:
    1. Products wasted or disposed of in a manner that is not acceptable.
    2. Products determined as unacceptable before or after placement.
    3. Products not completely unloaded from transporting vehicle.
    4. Products placed beyond lines and levels of required Work.
    5. Products remaining on hand after completion of the Work.
    6. Loading, hauling, and disposing of rejected products.

PART 3 - EXECUTION

3.1 SCHEDULE OF INSPECTIONS AND TESTS

Any conflicts with the information below with current best practices, building code requirements, jurisdictional requirements or other agreements the more stringent applies.

A. Soils Tests:
    1. Soil Analysis Method: Make one test for each type of soil used under structures and paving.
        a. Liquid Limit ASTM 04318.
        b. Plastic Limit: ASTM 04318.
        c. Plasticity Index: ASTM 04318.
        d. Moisture-Density Relationship: ASTM 0698 or ASTM D4253, 04254 as applicable.
        e. In-Place Density: ASTM 02922.
        f. One laboratory maximum density test.
    2. Quantity of Analysis: One set for each 5000 sf for each lift
        a. Perform in-place density tests on fill material at building, paving, and utility trenches.
B. Soil Stabilization:
    1. Required Analyses for Fill
        a. Liquid Limit ASTM 04318.
        b. Plastic Limit, Plasticity Index ASTM 04318.
        c. Moisture-Density Relationship: ASTM 0698 or ASTM 04253, 04254 as applicable.
        d. In-Place Density: ASTM 02922.
    2. Quantity of Analyses: One set for each 5000 square feet.
C. Portland Cement Concrete Paving:
    1. Three (3) concrete test cylinders will be taken for every 100 or less cubic yards of concrete placed.

2. One (1) additional test cylinder will be taken during cold weather concreting, and be cured on jobsite under same conditions as concrete it represents.
3. One (1) slump test will be taken for each set of test cylinders taken.
4. One (1) set of manufacturer's test data will be required of Contractor for each type reinforcing steel purchased directly from a United States mill.
5. One (1) set of tension and bending tests on three separate samples for each bar size of each 5 tons of each type reinforcing steel specified.
6. Cylinder Curing: ASTM C31.
7. Testing Cylinders: ASTM C39. Test one cylinder for compression at 7 days, one at 28 days, hold one cylinder for testing at 56 days if 25 day test does not meet specified compression strength.
8. Report test results promptly. ASTM C94 governs acceptance of tested concrete.
9. Drill and test cores as required when 28-day test results fall below specified strengths. Contractor shall pay for drilling and testing cores.

D. Asphalt Pavement:
   1. Verify Contractor's mix design for compliance.
   2. Required Plant Sampling and Testing
      a. Sieve Analysis of Aggregates ASTM C136.
      b. Sampling Mineral Aggregates: ASTM D75.
      c. Sieve Analysis of Mineral Filler: ASTM D546.
      d. Specific Gravity of Coarse Aggregate: ASTM C127.
      e. Specific Gravity of Fine Aggregate: ASTM C128.
      f. Sampling Bituminous Materials: ASTM D140.
      g. Sampling Bituminous Mixtures: ASTM D979.
      h. Determination of Bitumen Content: ASTM D2172.
      i. Liquid Limit, Plastic Limit, Plasticity Index: ASTM D4318.
      j. Percentage of Coated Particles: ASTM D2489.
      k. Recovery of Extracted Asphalt: ASTM D1856
      l. Penetration of Recovery Asphalt: ASTM D5
      m. Percent of Air Voids in a Compacted Bituminous Paving Mixture: ASTM D3203.
      n. Absolute Viscosity of Asphalts: ASTM D2171.
      o. Cohesion, Resistance to Deformation: ASTM D1560.

E. Field Density Tests: ASTM D2950.
   a. Locations: Subgrade, base courses, surface course.
   b. Number: One for each 1,000 square yards or fraction thereof.
   c. Field Thickness: ASTM D3549.

F. Drilled Footing Inspection:
    1. Soil Shear Strength Test: Test sample of cuffing from each drilled footing with a pocket penetrometer to determine shear strength and compare with anticipated strength presented in the soil report.
    2. Visual Inspection: Determine that cutting tool is set for the correct size. Inspect each drilled footing to determine if the bottom of the excavation is in intended strata of soil type and is free of loose dirt and sand. Notify Architect and Geotechnical Engineer if water is encountered.
    3. Reinforcing Steel: Inspect the reinforcing steel to determine if the size and number of reinforcing bars complies with the specifications and drawings.
    4. Maintain record of footing depth and variations of installation if footing placement requires deviation from Contract Documents.

G. Structural Concrete:
    1. Aggregate Tests:
        a. Typical: Check the proposed aggregate in accordance with ASTM C33.
        b. For concrete 6000 psi and higher, perform ASTM 0799 also.
    2. Mix Design: Check the proposed mixes for proportions, water cement ratio and slump in accordance with ACI 301 and 318.
    3. Slump Tests: Take slump tests per ASTM C143 at the beginning of each day's placing operations and whenever water adjustments or noticeable change of slump occurs, with a minimum of one for each set of test cylinders.
    4. Sampling:
        a. Make five standard cylinders at the beginning of each placement, and five more standard cylinders for every 50 cubic yards placed. Take extra samples at noticeable change in the concrete makeup. Cure per ASTM C192.
        b. Determine and report air content per ASTM C231, 0173, or 0138 for each set of test cylinders.
        c. Perform sampling in compliance with ASTM 0172.
        d. Samples for pumped concrete to be taken at end of line, at location of placement.
    5. Testing:
        a. Test cylinders for compression in accordance with ASTM 039.
        b. Test two lab cured cylinders at 7 days and two field cured cylinders at 28 days averaging test results. Store one (1) cylinder for testing at 56 days in the event the 28 days strength tests do not meet strength requirements.

H. Reinforcing Steel:
    1. Visual Inspection: Inspect reinforcing steel in structural concrete to determine if the size, type, splices, laps, clearances, and number of reinforcing bars complies with the specifications and drawings.

I. Bolted Connections:
    1. Types:
        a. Calibrated torque wrench if washers are used.

b. If turn of nut method is used without washers, observe the set of every bolt.
2. Number for Torque Wrench Test: Test minimum two bolts of every third connection between floor beams, girders and columns.
3. Analysis: If insufficient torque occurs on any tested bolt, test all bolts at that connection at the Contractor's expense.

J. Steel Weld Tests:
1. Types: One of the following testing procedures may be used on any field or shop weld.
a. Liquid penetrant.
b. Magnetic particle.
c. Radiographic.
d. Ultrasonic.
e. Visual inspection at small welds.
2. Number of Tests: 100% of full penetration and field welds, 10% of other shop welds. Test of shop welds shall be done at fabricator's shop prior to painting and shipping.
3. Number of Retests: Number of welds to be retested will be determined by the number of welds that fail the initial testing.
4. All welds that fail shall be re-welded and retested until they pass the test. 5. Test two additional welds for every weld failure at the Contractor's expense.
5. Weld Quality: Comply with the quality requirements of the American Institute of Steel Construction Manual of Steel Construction.
6. Testing Laboratory shall obtain and review copy of certification of all welders.

K. Insulating Concrete:
1. Type of Tests:
a. Field Wet Density: ASTM C138.
b. Laboratory Tests: Dry density and compressive strength ASTM C495.
2. Number of Test Sets:
a. One per 5,000 square feet.
b. Not less than one for each day's work.

End of Section 01 45 23 02

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections:

1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
2. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DESCRIPTION OF REQUIREMENTS.

A. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work are the responsibility of the Contractor. Contractors performing renovation work or additions to existing campuses may request a variance on usage to be delivered in writing from the owner or owner's representative via email. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a Change Order. Temporary utilities services required for use at the project site include but are not limited to the following:

1. Water service.
2. Temporary electric power and light.
3. Telephone service.
4. Provide adequate utility capacity at each stage of construction.
5. Prior to availability of temporary utilities at the site, provide trucked-in-services for start-up of construction operations.

B. Temporary construction and support facilities required for new construction and additions to existing campuses include but are not limited to the following:

1. Temporary heat.
2. Field offices and storage sheds.
3. Sanitary facilities, including drinking water, handwashing.
4. Dewatering facilities and drains.
5. Temporary enclosures.
6. First aid station, including eye wash station.
7. Project identification, bulletin boards and signs.
8. Waste disposal services.
9. Rodent and pest control.
10. Construction aids and miscellaneous general services and facilities.
11. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer and owner's representative.

C. Security and protection facilities and services required for Project include but are not limited to the following:

1. Temporary protected interior walkway between occupied building areas.
2. Dust barricade between occupied building areas and work areas.
3. Temporary fire protection.
4. Barricades, warning signs, lights.
5. Sidewalk bridge or enclosure fence for the site.
6. Environmental protection.
7. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer and owner's representative.
8. The Contractor shall provide a temporary barrier whenever a certain area of the school is sealed off for remodeling work for phasing purposes. The barrier shall be made of 3/4" plywood or drywall, and it shall extend from floor to ceiling, wall to wall. The temporary barrier shall have a door which can be locked. This barrier will remain until work in the specified area is completely finished. The barrier may subsequently be moved to a different location, provided that it still meets the requirements. Proper signage should be displayed near the temporary barrier, according to safety regulations. Any temporary barriers will need to be coordinated with the emergency egress plan of the building.
9. Barrier requirements for minor renovation work will be discussed and agreed upon at weekly progress meetings.

1.4 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Program Manager, Architect, testing agencies, and authorities having jurisdiction.
B. Sewer Service: Owner will pay sewer service use charges for sewer usage by all entities for construction operations.
C. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, temporary barricades, site entrance, utility hookups, staging areas, and parking areas for construction personnel. Submit for approval within 7 days of NTP by Architect/Engineer and/or owner's representative using specification 01 33 00 submittal procedures.
B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent. Submit for information to Architect/Engineer and/or owner's representative using specification 01 33 00 submittal procedures.
C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials. Submit for

information to Architect/Engineer and/or owner's representative using specification 01 33 00 submittal procedures.

1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Submit for approval by Architect/Engineer and/or owner's representative using specification 01 33 00 submittal procedures. Include the following:

1. Locations of dust-control partitions at each phase of the work.
2. HVAC system isolation schematic drawing.
3. Other dust-control measures.
4. Waste management plan.

1.6 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1. Building Codes, including local requirements for permits, testing and inspections.
2. Health and safety regulations.
3. Utility company regulations and recommendations governing temporary utility services.
4. Police and Fire Department rules and recommendations.
5. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
6. In addition, comply with "Environmental Impact" commitments the Owner or previous Owners of the site may have made to secure approval to proceed with construction of the Project.

B. Standards: Comply with the requirements of NFPA Code 241, "Safeguarding Construction, Alterations, and Demolition Operations", the ANSI A10.6 "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

C. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by QUOIN and ASC for industry recommendations.

D. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for require inspections and tests by governing authorities, and obtain required certifications, and permits for use.

E. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

1.7 PROJECT CONDITIONS

A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services or facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services of facilities, and do not permit them to interfere with the progress of the Work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

C. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.

D. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

E. The roof removal and new roof installation shall proceed on a phased basis to minimize risk to the School's ongoing operations and its property. The GC shall be responsible for protection of interior spaces from damage during roofing work.

F. Distribute material, debris, and equipment over the roof deck to avoid damage to the structural deck. Not more than two weeks supply of material shall be stored on a roof at any given time. Place materials and equipment to be stored on the roof as nearly direct over structural members as can be determined. Secure equipment, material, and debris on the roof to prevent movement by wind or other elements. Contractor assumes full responsibility for loading on the structural deck or roofing materials during roof replacement operations.

G. Consult with the A/E and the owner’s representative regarding permission for the use of selected areas of the building. Coordination will also be held with the Principal and / or site staff.

H. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

I. The projects requiring new paved entries, parking lots, or other paving work in excess of 10,000 square feet will consider the work to be critical path. A phasing schedule for installation will be submitted by contractor within seven (7) days of NTP for review by Architect/Engineer and/or owner’s representative using the owner’s designated software via a transmittal.

PART 2 PRODUCTS

2.1 MATERIALS

A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect/Engineer and/or owner’s representative. Provide only materials

and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

B. Portable Chain-Link Fencing: Minimum 2-inch 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
D. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60.

2.2 TEMPORARY FACILITIES

Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

A. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, PM, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
    1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
    2. Conference room of sufficient size to accommodate meetings of 8 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table that will seat 10 attendees, chairs, and 4-foot-square tack and marker boards.
    3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
    4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
    1. These shall be weather tight, structurally sound, compliant with applicable codes and shall be secure
    2. Store combustible materials apart from building.
C. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the Project site.
D. Self-Contained Toilet Units:
    1. Sanitary facilities include temporary toilets, with facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for type, number, location, operation, and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the Project’s needs.
    2. Provide single-occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or

similar non-absorbent material. Provide at least one for every thirty (20) employees.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. Provide quantity and type to comply with all local, state, and federal safety codes.
B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
    1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
    2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
    3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction. All return grilles will be replaced upon completion of project if used during construction.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
    1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
    1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
    1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition better than or equal to existing before initial use. If services do not exist Contractor shall provide.
D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
    1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
        a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
        b. Cover all supply and return grills left in place with plastic to prevent dust intrusion.
        c. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
    2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
    3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
    4. Fire alarm system may be required to be put in test mode temporarily, if site conditions warrants it.
G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
    1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
H. Electric Power Service: Connect to Owner's existing electric power service if available with written permission from owner or owner’s representative. Maintain equipment in a condition acceptable to Owner. Electrical power service to the project office trailer and other elements and areas of the Contractor’s office and staging area is to be provided by the Contractor by means of a temporary power service with a temporary account separate from the facility electrical power service for new construction projects.
I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
    1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
    2. Install lighting for Project identification sign.

J. Telephone Service: Provide Wi-Fi service in common-use facilities for use by contractor, architect, owner and owner's representative. Passwords will be provided at first OAC meeting following installation and setup of Wi-Fi system.
   1. Provide superintendent and other contractor management staff with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide construction temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
   2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Parking: Provide five (5) designated, accessible, and secure parking spaces nearest to the project or job trailer for the A/E, owner, and/or owner's representative. Provide temporary parking areas for construction personnel.

C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
   1. Identification Signs: Provide Project identification signs as indicated in this section.
   2. Temporary Signs: Provide other signs as indicated and as required to inform the public and individuals seeking entrance to Project.
      a. Provide temporary, directional signs for construction personnel and visitors.
      b. Provide warning signs to students, staff, pedestrians, visitors and others for any closed or impeded paths to access and egress in or around the immediate site.
   3. Maintain and touchup signs so they are legible at all times.
   4. No other signs shall be allowed on site with the exception of those that are safety oriented. No signs serving as advertisement shall be allowed.

D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
   1. Do not load elevators beyond their rated weight capacity.
   2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to better than or equal to condition existing before initial use.
    1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
F. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
H. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings. Provide coordination drawings when applicable with locations of proposed areas to A/E and/or owner’s representative via transmittal in owners designated software.
    1. Construct covered walkways using scaffold or shoring framing.
    2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
    3. Paint and maintain appearance of walkway for duration of the Work.
I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
    1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas fumes and noise. Provide coordination drawings when applicable with locations of proposed areas to Architect and/or owner’s representative via transmittal in owners designated software.
    1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
    2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
    3. Insulate partitions to control noise transmission to occupied areas.
    4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
    5. Protect air-handling equipment.

6. Provide walk-off mats at each entrance through temporary partition.

K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241. Provide coordination drawings when applicable with locations of proposed areas to Architect and/or owner's representative via transmittal in Kahua .
   1. Prohibit smoking on school property per State Law.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
   1. Protect porous materials from water damage.
   2. Protect stored and installed material from flowing or standing water.
   3. Keep porous and organic materials from coming into prolonged contact with concrete.
   4. Remove standing water from decks.
   5. Keep deck openings covered or dammed.
C. Any new construction materials with visible moisture damage or mold contamination will be removed from the project and replaced at contractors cost.
D. Any existing surfaces suffering moisture damage or mold contamination during construction will be the responsibility of the contractor. Surfaces will be cleaned, replaced, or remediated to owner's satisfaction.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
B. Maintenance: Maintain facilities in good operating condition until removal.
C. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
    1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

End of Section 01 50 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes requirements for temporary facilities (Swing Space) for the purpose of relocating students to provide temporary classroom facilities during construction activities.

B. Related Sections:

1. Division 00 Section titled “Technical Proposal”
2. Division 01 Section title “Temporary Facilities and Controls”

1.3 DESCRIPTION OF REQUIREMENTS

A. The project management team are to determine whether Swing Space is necessary in order to accommodate the phasing and construction of the project. If students must be displaced from classroom areas due to the phasing and execution of the work according to the Contractor’s work plan, the Contractor shall be responsible for providing, on a turn-key basis, temporary facilities for those displaced students. It will be the responsibility of the Contractor to determine the size and layout of the space based on the particular need and in a manner that will create an adequate classroom facility for the students displaced. Every effort shall be made to avoid temporary portables as swing space, unless there are already in existence at the school, unused. Contractor, PM, and Architect must work with School Principal to find swing space within the school by accommodating school master schedule and space allocation.

B. If the Contractor elects to utilize Swing Space, they must include all costs associated with the procurement including, but not limited to:

1. Equipment purchase or leasing
2. Transport and setup
3. Maintenance of the temporary facilities for the duration of their use (i.e. HVAC, electrical, and other building repair and maintenance needed, not custodial maintenance)
4. Site work and utilities
5. ADA/TAS Accessible ramps and sidewalks
6. Stairs
7. Skirting
8. Interior finish-out
9. Miscellaneous specialties (i.e. marker boards, tack boards, flag holders, map clips, fire extinguishers)
10. Signage
11. Wall Clock and bell to interface with the existing system at the school
12. Furnishings, Fixtures, and Equipment (FF&E)
13. Breakdown, removal, and transport of the Swing Space at the completion of its use
14. Restoration of the site following removal of facilities
15. P.A. to interface with the existing system at the school

16. Data cabling from existing school network electronics sufficient to provide two data drops at each Teacher's desk location.

1.4 SCOPE OF WORK

Provide turnkey services for delivery, set-up, maintenance, removal, and restoration of the site for temporary classroom buildings to accommodate phased construction.

A. Engineering: The Contractor will provide site engineered civil, utility, blocking plan/foundation plan, sidewalk design and deck/ramp design sufficient to receive a Building Permit from the municipality having jurisdiction, for each site for the installation of all temporary classroom buildings.
B. Architectural: The Contractor will provide the building manufacturer's shop drawings approved by the Texas Department of Licensing and Regulation (TDL&R). The Contractor will coordinate T.A.S. submittals to the State and the City as they relate to this scope of work.
C. Permits: The Contractor will coordinate and obtain the permits as required by the City for placement of the classroom buildings at each site. This includes the permits required for the transportation of the classroom buildings.
D. Temp. Facilities: Roll off dumpsters will be provided by the Contractor as required for clean-up during installation and removal of swing space.
E. Clean up: Final broom sweep of the building(s) and removal of trash and debris from each site will be provided by the Contractor prior to occupancy of the swing space by the students and staff. Floor waxing or shampooing will be provided be the Contractor prior to occupancy by the students and staff if needed. Provisions for site restoration upon completion of the delivery of the modules and/or completion of the scope of work will be provided by the Contractor. Upon the removal of the buildings all underground utilities and/or structures associated with the temporary classroom buildings will be removed and discarded. The concrete sidewalks will be removed and discarded. Rough grading will be performed and new sod will be placed to restore the area to its original condition.
F. Site Prep: FBISD has made no provisions for any site preparation and/or demolition as may be required for the delivery and/or installation of the portable buildings. Any site preparation and/or demolition that might be required of for installation of the temporary classrooms will be included in the Contractor's scope.
G. Construction Fencing: The contractor will maintain a clean and safe site environment within the limits of the temporary classroom construction area. Temporary chain link construction fencing 6' high will be installed around the perimeter of the limits of construction.
H. Sodding: Upon the removal of the buildings, the Contractor will provide sod within the limits of construction associated with the temporary classroom scope of work. Any irrigation of the new sod will be provided by FBISD.
I. Site Utilities (if applicable): The Contractor will provide the site utility connections as required for the temporary classroom buildings. If needed, PM shall negotiate with municipalities having jurisdiction obtaining a

variance to the FBISD in which the swing space facilities are not required to have restroom facilities. If required by those municipalities, the Contractor must provide restroom services and utilities as required by local code.

J. Storm: All storm water management and any sedimentation control will be the responsibility of the Contractor. Gutters and downspouts will be installed as needed by the Contractor.

K. Sanitary (if applicable): The Contractor will install all fixtures, stub all sanitary lines below the floor and manifold to one location at the edge of the building(s). All final connections, utility company charges and impact fees that might be required will be included in the Contractor's scope of work. If needed, PM shall negotiate with municipalities having jurisdiction obtaining a variance to the FBISD in which the swing space facilities are not required to have restroom facilities. If required by those municipalities, the Contractor must provide restroom services and utilities as required by local code.

L. Water (if applicable): The Contractor will install all fixtures and stub all water lines to one location at the edge of the building(s). All final connections, utility company charges and impact that might be required will be included in the Contractor's scope of work. If needed, PM shall negotiate with municipalities having jurisdiction obtaining a variance to the FBISD in which the swing space facilities are not required to have restroom facilities. If required by those municipalities, the Contractor must provide restroom services and utilities as required by local code.

M. Natural Gas: No provisions for any gas service are anticipated for FBISD Projects.

N. Life Safety: Building(s) will be approved and inspected by the Texas Department of Licensing and Regulation. Any provisions for fire suppression, fire sprinkler system or fire rated assemblies that might be required will be included in the Contractor's scope of work.

O. Fire Alarm: The contractor will provide and install fire detection systems as required by the building code and the City.

P. Electrical: The contractor will provide and install electrical systems as required by the building code and the City. Temporary electricity costs associated with the swing space will be the financial responsibility of the Contractor unless otherwise directed by the owner in writing.

Q. Mechanical: The Contractor will supply and install the standard end mount HVAC units as provided by the portable building manufacturer. The condensate from both HVAC units of a classroom building will harnessed together and discharged into a 24" diameter by 36" deep french drain filled with gravel. All condensate piping will be PVC but will be protected where directly exposed to UV radiation.

R. Skirting: After the modules are installed, the Contractor will install full perimeter skirting around the building(s) using the same material and finish as that of the building siding to provide a consistent finish down to grade. Sections of skirting will be perforated as required for proper crawl space ventilation. Access to the crawl space will be accomplished by removing sections of the skirting.

S. Decks/Stairs: The Contractor will install landings at the exit doors of the building(s) within the limits of construction as required by code and the City. Landings will utilize pressure treated wood construction with slip resistant surface treatment and handrails.

T. Ramps: The Contractor will install handicapped accessible ramps at the exit doors of the building(s) within the limits of construction as required by code and the Local City. Ramps will utilize pressure treated wood construction with slip resistant surface treatment and handrails.

U. Sidewalks: The Contractor will install 4' wide, 4" thick, 3,000 psi concrete sidewalks using 6x6 welded wire reinforcing to service the building(s) within the limits of construction. Sidewalks will receive a light broom finish and be poured on select fill and/or sand bed.

V. Foundation and Anchorage: The swing space facilities should be securely anchored to a foundation system which utilizes some means of structural support, as determined by a certified structural engineer. Provide construction documents that depict the foundation system as designed and certified by a structural engineer. The portable buildings shall be anchored to the foundation components in a manner that is structurally sound and that is acceptable to the building manufacturer and the structural engineer.

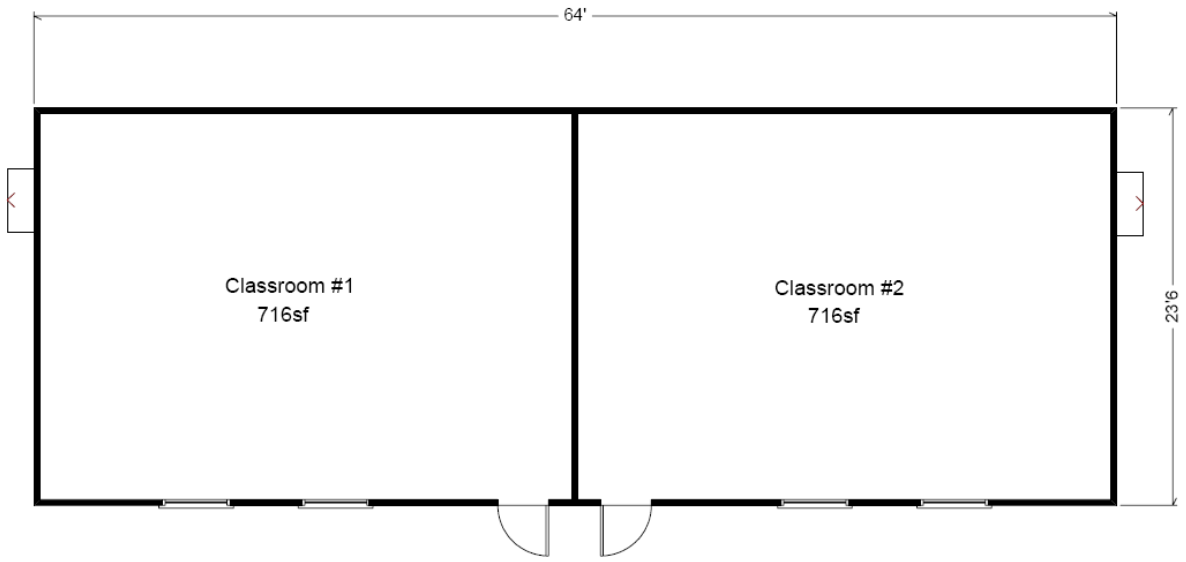
W. Hitch/Tires/Axles: Hitches will be removed and stored under building while tires and axles are to remain on the modules. Tires and axles will be removed only if necessary to complete the building installation due to site constraints and will also be placed under the modules.

1.5 Furniture, Fixtures, and Equipment (FF&E)

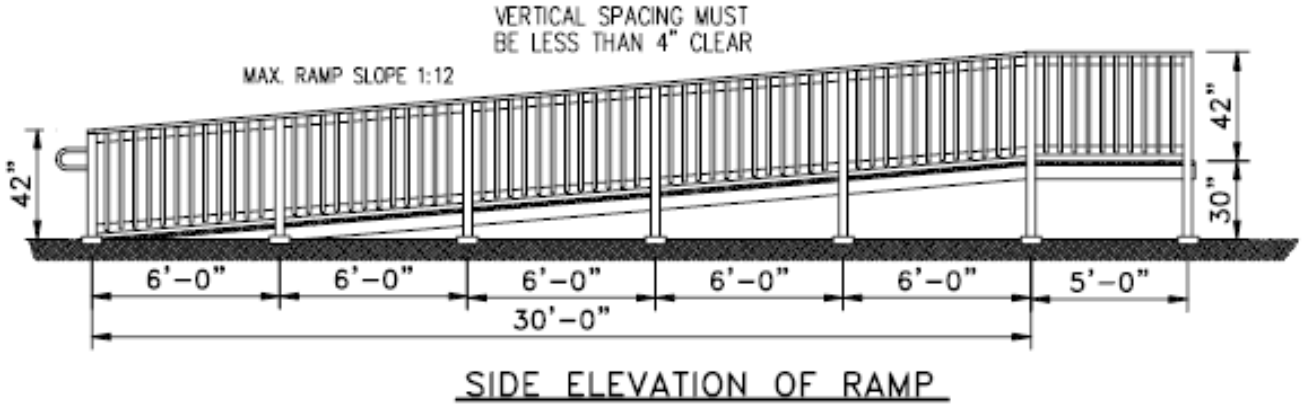
A. The Contractor shall furnish and set in place all FF&E items necessary for a functional classroom. The furniture may be provided by FBISD, but will be the full responsibility of the contractor to move to site and back to origin. These items should include, at a minimum: student desks and chairs, teacher desk and chair, one 4-drawer vertical file cabinet, one portable teacher storage cabinet for coat and other storage, student storage cubbies/shelving and coat hooks, and computer station desks and chairs.

1.6 Drawings

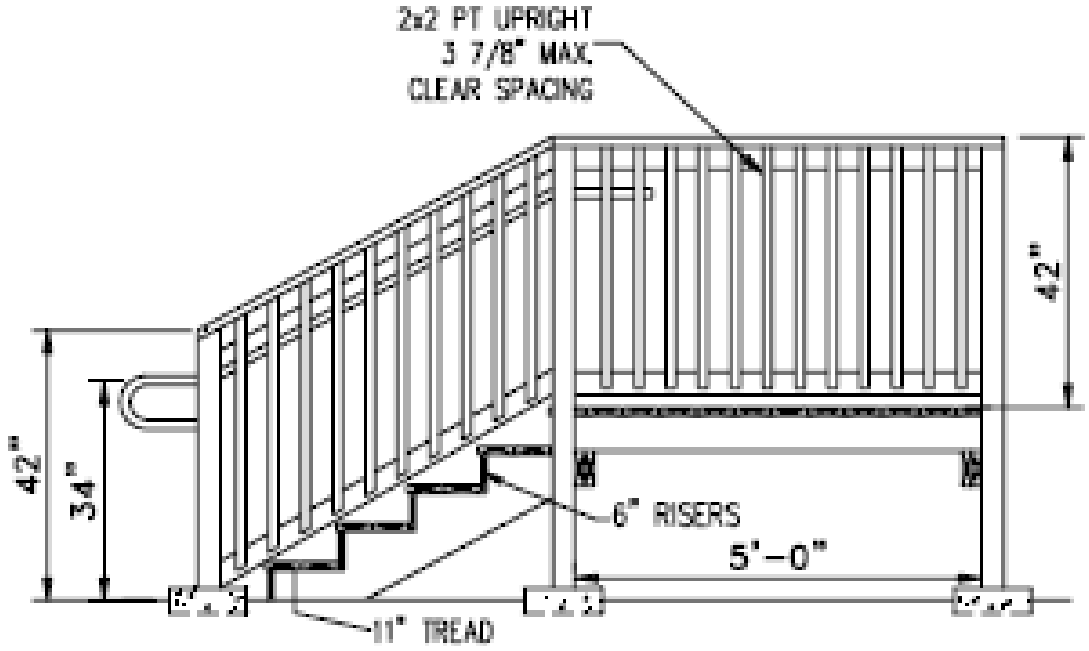
A. The following is a typical floor plan design guideline drawing:



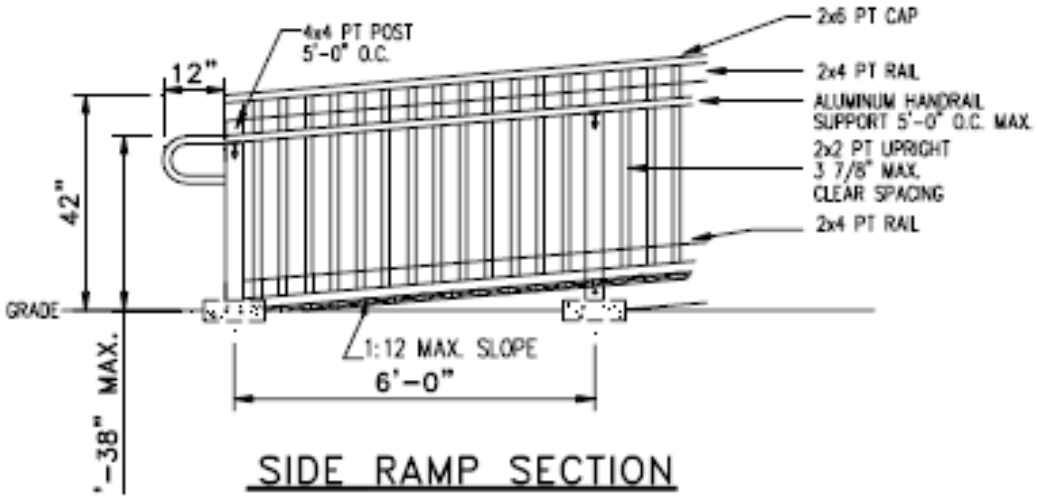
A. The following design guideline drawings are to be used for ramps/walkways:



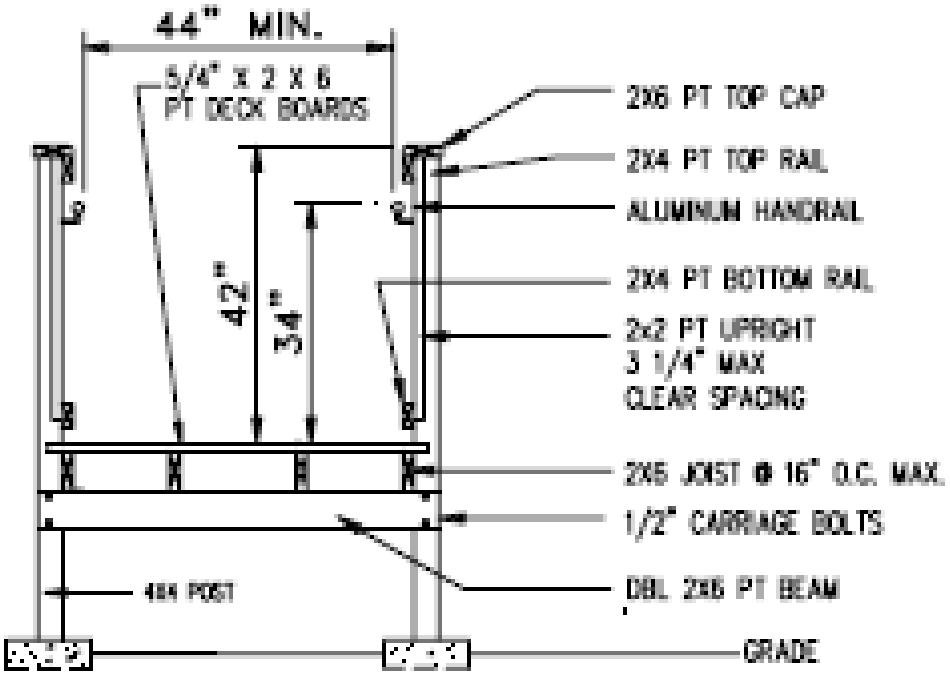
SIDE ELEVATION OF RAMP



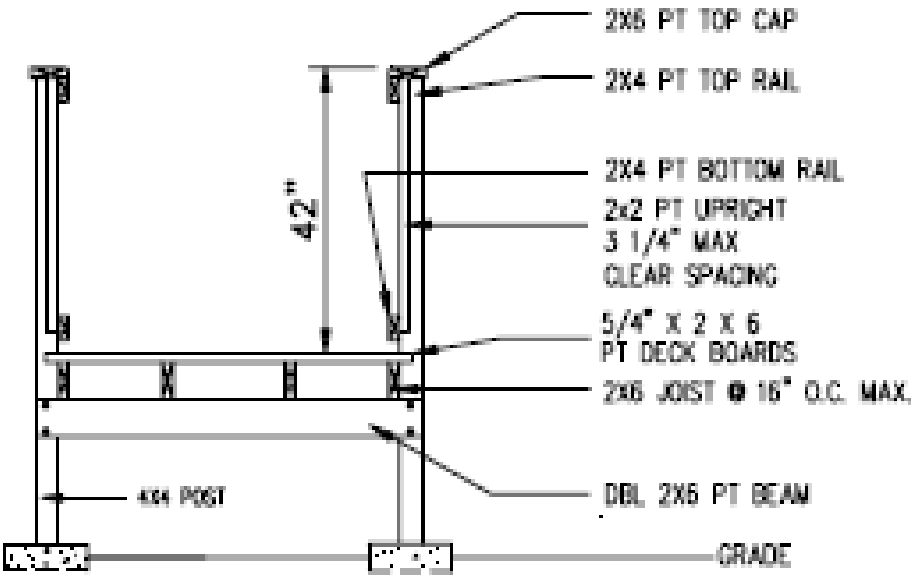
SIDE ELEVATION OF STEP



SIDE RAMP SECTION



STEP/RAMP SECTION



ELEV. WALKWAY SEC 'A'

End of Section 01 52 14

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 (the Construction General Permit).

B. Implementation, maintenance, inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the Contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation in a meeting with the Owner's Representative prior to start of construction.

1.2 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. Disturbs five acres or more, or
2. Disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. Disturbs one or more acres but less than five acres, or
2. Disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

1.3 SUSTAINABLE DESIGN (LEED) REQUIREMENTS

A. New Schools shall be LEED Certified Projects.

PART 2 PRODUCTS- Not Used

PART 3 EXECUTION

3.1 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the applicable local code. If conflicts exist between the Construction General Permit and the local regulations, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to the Owner's Representative for review and address comments prior to commencing, or continuing, construction activities.

3.2 NOTICE OF INTENT FOR LARGE CONSTRUCTION ACTIVITY

A. Fill out, sign, and date TCEQ Form 20022 Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000). Contractor shall provide NOI forms for both himself and Owner.
B. Transmit the signed Contractor's copy of TCEQ Form 20022, along with a check for the required fee, made out to Texas Commission on Environmental Quality.
C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of fourteen days before Commencement of Construction Activities.

3.3 CONSTRUCTION SITE NOTICE FOR SMALL CONSTRUCTION ACTIVITY

A. Fill out, sign, and date the Construction Site Notice, Attachment 2 to TPDES General Permit TXR 150000, "Construction Site Notice."
B. Transmit the signed Construction Site Notice to the Engineer and Owner at least seven days prior to Commencement of Construction Activity.

3.4 CERTIFICATION REQUIREMENTS

A. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and Maintenance. Use the EPA NPDES Construction Inspection Form.

3.5 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000). Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, submit all required forms and a copy of the SWP3 with all revisions to the Owner's Representative.

3.6 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:
    1. Post the TPDES permit number for Large Construction Activity or a signed TCEQ Construction Site Notice for Small Construction Activity. A signed copy of the Contractor's NOI must also be posted.
    2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.
        a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with the Owner's Representative to conform to requirements of the Construction General Permit.
        b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.
4. Post a notice of waste disposal procedures in a readily visible location on site.

3.7 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.
B. Prepare list of waste material to be stored on-site. Update list as necessary to include up to- date information. Keep a copy of updated list with the SWP3.
C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.8 NOTICE OF TERMINATION

A. Submit a NOT to TCEQ and the Engineer within 30 days after:
   1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or
   2. Another operator has assumed control over all areas of the site that have not been stabilized; and
   3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

End of Section 01 57 10

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Sections:

1. Division 01 Section "Allowances" for products selected under an allowance.
2. Division 01 Section "Alternates" for products selected under an alternate.
3. Division 01 Section "Substitution Procedures" for requests for substitutions.
4. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in “Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
    1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
    2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
    3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
    4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
    1. Store products to allow for inspection and measurement of quantity or counting of units.
    2. Store materials in a manner that will not endanger Project structure.
    3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
    4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
   6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to

obtain approval for use of an unnamed product. Contractor to obtain approval for use of products listed.

B. Product Selection Procedures:
   1. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   2. Products:
      a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
   3. Manufacturers:
      b. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
      c. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
   4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 EXECUTION (Not Used)

End of Section 01 60 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Installation of the Work.
   3. Cutting and patching.
   4. Coordination of Owner-installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of the Work.

B. Related Sections:
   1. Division 01 Section "Submittal Procedures" for submitting surveys.
   2. *Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.*
   3. Division–07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures prior to the time cutting and patching will be performed. Include the following information:
   1. Extent: Describe reason for and extent of each occurrence of cutting and patching if not part of the original scope of work.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
   3. Products: List products to be used for patching and firms or entities that will perform patching work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect and district representative of locations and details of cutting. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that will result in increased maintenance or decreased operational life or safety. Operational elements may include the following but not be limited to:
   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Conveying systems.
   i. Electrical wiring systems.
   j. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, reduce their capacity to perform as intended, or that will result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Equipment supports.
   e. Piping, ductwork, vessels, and equipment.
   f. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment when applicable.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.
B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
    1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect and owner for the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems and other construction affecting the Work.
    1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
    2. Furnish location data for work related to project that must be performed by public utilities serving project site.
B. Examination and Acceptance of Conditions: Before proceeding with each component of the work, examine substrates, areas, and conditions, with installer or applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
    1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
    2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
    3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
    4. *Proceed with installation only after unsatisfactory conditions have been corrected.* Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing utility information: Furnish information to local utility company that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Space requirements: Verify space requirements and dimensions of items shown diagrammatically on drawings.
C. Review of contract documents and field conditions: Immediately on discovery of the need for clarification of the contract documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."
D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for p reparation of substrates to receive subsequent work.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect or owner's representative promptly.
B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
    1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
    2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
    3. Inform installers of lines and levels to which they must comply.
    4. Check the location, level and plumb, of every major element as the Work progresses.
    5. *Notify Architect when deviations from required lines and levels exceed allowable tolerances.*
    6. Close site surveys with an error of closure equal to or less than the standard stablished by authorities having jurisdiction.
C. Site Improvements: Locate and lay out site improvements, including pavements, grading, ill and topsoil placement, utility slopes, and rim and invert elevations.
D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and owner's representative. Submit log at project completion for project records.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
    1. Make vertical work plumb and make horizontal work level.
    2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

F. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
2. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with the original installer’s recommendations.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
    1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
    2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
    3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
    4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
    5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
    6. Proceed with patching after construction operations requiring cutting are complete.
G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
    1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
    2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
        a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
        b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even- plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
6. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.
B. Coordination: Coordinate construction and operations of the work with work performed by owner's construction personnel.
    1. Construction Schedule: Inform owner of contractor's preferred construction schedule for owner's portion of the work. Adjust construction schedule based on a mutually agreeable timetable. Notify owner or owner's representative fourteen (14) days prior to the start of owner's contractor if changes to schedule are required due to differences in actual construction progress.
    2. Pre-installation Conferences: Include owner's construction personnel at pre-installation conferences covering portions of the work that are to receive owner's work. Attend pre- installation conferences conducted by owner's construction personnel if portions of the work depend on owner's construction.

3.7 PROGRESS CLEANING

A. General: *Clean Project site and work areas daily, including common areas.* Enforce requirements strictly. Dispose of materials lawfully.
    1. Provide necessary daily cleaning during construction to maintain premises and adjoining public properties free from construction waste, debris and rubbish, and dust caused by operations.
    2. At completion of each day, remove waste materials and rubbish; store tools, equipment, machinery and surplus materials; and clean all sight exposed surfaces.
    3. If Contractor fails to clean up each day and at the completion of his Work, the Owner may do so and charge the cost thereof to the Contractor. At his next pay application a deductive change

order will be processed and there is no appeal for back charges due to clean up.

4. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
5. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg. F.
6. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    a. Utilize containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.
C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
    1. Remove liquid spills promptly.
    2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
E. Cleaning Materials: Use only cleaning materials recommended by manufacturer of the surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to insure freedom from damage and deterioration at time of Substantial Completion.
H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, whether completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
L. During Construction:

1. Oversee cleaning and ensure that building(s) and ground(s) are maintained free from accumulations of waste materials and rubbish.
2. Sprinkle dusty debris with water.
3. During progress of Work, clean-up site and access and dispose off waste materials, rubbish and debris at least once every week.
4. Provide dump containers and locate on site for collection of waste materials, rubbish and debris on a daily basis.
5. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.
6. Remove waste materials, rubbish and debris from site and legally dispose off at public or private dumping area.
7. Lower waste materials in controlled manner with as few handlings as possible; do not drop or throw materials from heights.
8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
    1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
B. Restore permanent facilities used during construction to their specified condition.
C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

End of Section 01 73 00

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion.
   2. Final Completion.
   3. Warranties.
   4. Final cleaning.

B. Related Sections:
   1. Division 01 Section "Execution" for progress cleaning of Project site.
   2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
   5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
   6. Forms located at the end of this Section 01 77 00:
      a. GC Closeout Checklist
      b. Conditional Waiver and Release on Final Payment
      c. Unconditional Waiver and Release on Final Payment
      d. Warranty Form
      e. Asbestos Free Letter Form
      f. Lead Free Letter Form
      g. PCB Free Letter Form

1.3 SUBSTANTIAL COMPLETION

A. Substantial Completion Certificate:
   1. Before requesting inspection for determining date of Substantial Completion, complete the requirements listed on the GC Closeout Checklist. Establish the date when the work is complete.
   2. Prepare a list of items to be completed and corrected (punch list), the value of item on the list, and reasons why the Work is not complete.
   3. Ensure required parties have accepted the work and executed the certificate.
   4. Advise the Owner of pending insurance changeover requirement.
   5. Grant the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits and similar releases.
   6. Complete startup, commissioning, testing, manufacturer requirements, and corrections of all systems.

7. Establish the start date for the warranties.
8. Establish the completion of the contract time in order to determine if liquidated damages apply.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, the items listed in 1.3 of this section must be complete. The Contractor must also complete the items listed in the attached "General Contractor Closeout Checklist" at the end of this section.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
    1. Organize list of spaces in sequential order.
    2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
    3. Include the following information at the top of each page:
        a. Project name.
        b. Date.
        c. Name of Contractor.
        d. Page number.
    4. Submit list of incomplete items in the following format:
        a. PDF electronic file.
        b. Projects using the owner's designated software will require the punch list information to be input on an excel spread sheet. The example of the sheet is at the end of this specification section.

1.6 WARRANTIES

A. Submittal Time: All warranties shall commence on the date of substantial completion unless noted otherwise. Exceptions will have to be approved by architect and owner's representative and notes made on the AIA substantial completion document.
B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
    1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
    2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document. Coordinate paragraph below if Division 01 Section "Operation and Maintenance Data" is used.

Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Remove tools, construction equipment, machinery, and surplus material from Project site.
   d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   f. Sweep concrete floors broom clean in unoccupied spaces.
   g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other

noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.
j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
    1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

FBISD
INSPIRE·EQUIP·IMAGINE

Template Revised
8/10/2022

General Contractor - Closeout Checklist

Not Applicable items are to be Noted in the Remarks Column

To: <<Name>>, Director of Design and Construction Date:
GC: A/E Firm:
BP#: PM:
School Name:

Project Type: ☐ Addition ☐ Renovations ☐ New Construction

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks	Req'd of JOC under $50K
	SUBSTANTIAL COMPLETION REQUIREMENTS - Closeout and Punch List Items are NOT to be billed at Substantial Completion				
a.	Fire Alarm System Components Completed	GC			X
b.	Local Fire Marshal Approval Certificate	GC			X
c.	HVAC Air and Water Balancing Completed	GC			X
d.	Energy Management Systems Completed	GC			X
e.	Communications Equipment and Telephone Systems Completed	GC			X
f.	Final Lockset Cores Installed	GC			X
g.	Room Plaques and Exterior Signage Completed	GC			X
h.	Owner Demonstrations and Training Completed	GC			X
i.	Exterior Clean-up and Landscaping Completed	GC			X
j.	Final Interior Clean-up Completed	GC			X
k.	Certificate of Occupancy	GC			X
l.	Punch List Report	GC, A/E			X
	FINAL COMPLETION REQUIREMENTS: CLOSEOUT ITEMS TO BE SUBMITTED WITH FINAL PAYMENT - Allowed billable amount on G702: 100% of contract amount minus retaina				
1	**SUBSTANTIAL COMPLETION**				
a.	Certificate of Substantial Completion	PM			X
b.	Signed Off Punchlist	GC			X
2	**WARRANTIES**				
a.	List of Subcontractors and Suppliers	GC		Include Name, Address, Phone Number and Discipline	X
b.	Contractor's 1 year Warranty	GC			X
c.	Subcontractors' 1 year Warranties	GC			
d.	Manufacturers' Warranties	GC		A separate "Warranties" manual should be provided for guarantees, warranties, etc.	X
3	**EVIDENCE OF PAYMENT OF DEBTS AND CLAIMS**				

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks	Req'd of JOC under $50K
a.	"Contractor's Affidavit of Payment of Debts and Claims" (Confirm GC and Sub Lien Waivers are attached to form.)	GC			
b.	"Contractor's Final Affidavit of Release of Liens"; (Confirm GC and Sub Lien Waivers are attached to form.)	GC			
c.	"Consent of Surety Company to Final Payment"; (Confirm that Power of Attorney is attached to form.)	GC			X
4	**INSURANCE**				
a.	Certificate(s) of Insurance, All insurance must be maintained for one year following substantial completion	GC			X
b.	Written Statement that the Contractor Knows of no Substantial Reason that the Insurance will not be Renewable to Cover the Required Period	GC			
5	**OPERATIONS AND MAINTENANCE MANUALS AND EVIDENCE OF TRAINING**				
a.	O&M Manuals submitted by GC to A/E	GC		Per detailed list developed by GC and reviewed by A/E and PM. One Manual per each school to be split by CSI Divisions. Electronic Copy and 1 Hard Copy.	X
b.	Training Matrix, Sign-In sheet(s) and Videos.	GC		GC is to provide a sign-in sheet for each system for which training has been provided to indicate the person, title and date of completion of the training. 1 digital copy of Training Videos.	
6	**ATTIC STOCK / SPARE MATERIAL / KEY TRANSFER**				
a.	Signed off Transmittal of Extra (Attic) Stock	GC		Provided by GC and received by Principal or Campus Facilities Supervisor or Maintenance, as applicable	X
b.	Signed off Transmittal Key transfer (Accessory keys)	GC		Provided by GC and received by Principal or Campus Facilities Supervisor, as applicable.	X
7	**LOCAL AGENCIES APPROVALS (as applicable)**				
a.	Certificate of Occupancy	GC			X
b.	Final Building Inspections/Closed Construction Permits	GC		Green tags colored copies	X
c.	State Fire Marshal's Fire Alarm Inspection Certificate & Testing	GC			X
d.	Storm Water Prevention Pollution Plan (SWPPP)	GC			X
e.	Elevator Inspection Certificate	GC			X
f.	Boiler Inspection Certificate	GC			X
g.	Health Department Inspection Certificate	GC			X
8	**RECORD DOCUMENTS (DRAWINGS, SPECIFICATIONS, ETC.)**				
a.	Record Documents, Submit 1 Hard Copies and 1 PDF Copy	GC			
9	**GC DESIGNED DOCUMENTS (as applicable)**				
a.	Fire Alarm drawings	GC		Need AHJ approved documents.	X
b.	Security drawings	GC		Need AHJ approved documents (If applicable)	X
c.	HVAC Controls drawings	GC			X
d.	Fire Sprinkler System drawings	GC		Need AHJ approved documents.	X

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks	Req'd of JOC under $50K
e.	Data Cabling drawings	GC			X
10	CERTIFICATIONS				
a.	Certification of Asbestos Free Project: Letter from GC and A/E, Letters from Subs	GC, A/E			X
b.	Certification of Lead-Free Potable Water System: Letters from GC and Subs	GC			X
c.	Certification of PCB-Free Project: Letters from GC and Subs	GC			X
11	FINAL SYSTEM REPORTS				
a.	Final Test & Balance Report	T&B			
b.	Final Roof Inspection Report	Roof Inspector			
12	LEED CONSTRUCTION SUBMITTAL				
a.	Sustainable Sites *SSp1* - Construction Activity Pollution Prevention: **Erosion & Sedimentation Control Plan**	GC			
b.	Materials and Resources *MRp2 & MRc5* - Construction Waste Management: **Const. Waste Mgmt. Plan**	GC			
c.	Materials and Resources *MRc3* - Sourcing of Raw Materials: **Building Product Disclosure & Optimization Calculator (BPDO)**	GC			
d.	Environmental Quality *EQc3* - **IAQ Management Plan for Construction and Preoccupancy Phases**	GC			
e.	Environmental Quality *EQc2* - Low Emitting Materials: **Low Emitting Materials Calculator**	GC			
13	FINAL COMPLETION				
a.	Copy of Final Change Order	A/E, GC, PM			X
b.	TEA - Certification of Project Compliance	A/E, GC, FBISD, PM			
c.	TAS/TDLR Certification (if applicable)	AE			
d.	Complete Set of Approved Submittals Log from Prolog	GC		Include Prolog Summary Log in Binder	
e.	Final Completion Certificate	A/E, GC, PM			X
	RETAINAGE				
a.	FBISD Retention Release Reduction Worksheet	PM			X
b.	Purchase Order Closure	PC			X
	WARRANTY INSPECTIONS				
a.	11 month inspection after Date of Substantial Completion	PM			

End of Section 01 77 00

General Contractor - Closeout Checklist

Not Applicable Items are to be Noted in the Remarks Column

Template Revised
8/10/2022

To: <<Name>>, Director of Design and Construction **Date:**
GC: **A/E Firm:**
BP#: **PM:**
School Name:

Project Type: ☐ Addition ☐ Renovations ☐ New Construction

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks	Req'd of JOC under $50K
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c.	HVAC Air and Water Balancing Completed	GC			X
d.	Energy Management Systems Completed	GC			X
e.	Communications Equipment and Telephone Systems Completed	GC			X
f.	Final Lockset Cores Installed	GC			X
g.	Room Plaques and Exterior Signage Completed	GC			X
h.	Owner Demonstrations and Training Completed	GC			X
i.	Exterior Clean-up and Landscaping Completed	GC			X
j.	Final Interior Clean-up Completed	GC			X
k.	Certificate of Occupancy	GC			X
l.	Punch List Report	GC, A/E			X
	FINAL COMPLETION REQUIREMENTS: CLOSEOUT ITEMS TO BE SUBMITTED WITH FINAL PAYMENT - Allowed billable amount on G702: 100% of contract amount minus retaina				
1	**SUBSTANTIAL COMPLETION**				
a.	Certificate of Substantial Completion	PM			X
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a.	List of Subcontractors and Suppliers	GC		Include Name, Address, Phone Number and Discipline	X
b.	Contractor's 1 year Warranty	GC			X
c.	Subcontractors' 1 year Warranties	GC			
d.	Manufacturers' Warranties	GC		A separate "Warranties" manual should be provided for guarantees, warranties, etc.	X
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b.	"Contractor's Final Affidavit of Release of Liens"; (Confirm GC and Sub Lien Waivers are attached to form.)	GC			
c.	"Consent of Surety Company to Final Payment"; (Confirm that Power of Attorney is attached to form.)	GC			X
4	**INSURANCE**				
a.	Certificate(s) of Insurance, All insurance must be maintained for one year following substantial completion	GC			X
b.	Written Statement that the Contractor Knows of no Substantial Reason that the Insurance will not be Renewable to Cover the Required Period	GC			
5	**OPERATIONS AND MAINTENANCE MANUALS AND EVIDENCE OF TRAINING**				
a.	O&M Manuals submitted by GC to A/E	GC		Per detailed list developed by GC and reviewed by A/E and PM. One Manual per each school to be split by CSI Divisions. Electronic Copy and 1 Hard Copy.	X
b.	Training Matrix, Sign-In sheet(s) and Videos.	GC		GC is to provide a sign-in sheet for each system for which training has been provided to indicate the person, title and date of completion of the training. 1 digital copy of Training Videos.	
6	**ATTIC STOCK / SPARE MATERIAL / KEY TRANSFER**				
a.	Signed off Transmittal of Extra (Attic) Stock	GC		Provided by GC and received by Principal or Campus Facilities Supervisor or Maintenance, as applicable	X
b.	Signed off Transmittal Key transfer (Accessory keys)	GC		Provided by GC and received by Principal or Campus Facilities Supervisor, as applicable.	X
7	**LOCAL AGENCIES APPROVALS (as applicable)**				
a.	Certificate of Occupancy	GC			X
b.	Final Building Inspections/Closed Construction Permits	GC		Green tags colored copies	X
c.	State Fire Marshal's Fire Alarm Inspection Certificate & Testing	GC			X
d.	Storm Water Prevention Pollution Plan (SWPPP)	GC			X
e.	Elevator Inspection Certificate	GC			X
f.	Boiler Inspection Certificate	GC			X
g.	Health Department Inspection Certificate	GC			X
8	**RECORD DOCUMENTS (DRAWINGS, SPECIFICATIONS, ETC.)**				
a.	Record Documents, Submit 1 Hard Copies and 1 PDF Copy	GC			
9	**GC DESIGNED DOCUMENTS (as applicable)**				
a.	Fire Alarm drawings	GC		Need AHJ approved documents.	X
b.	Security drawings	GC		Need AHJ approved documents (if applicable)	X
c.	HVAC Controls drawings	GC			X
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a.	Certification of Asbestos Free Project: Letter from GC and **A/E**, Letters from Subs	GC, A/E			X
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11	**FINAL SYSTEM REPORTS**				
a.	Final Test & Balance Report	T&B			
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a.	Sustainable Sites *SSp1* - Construction Activity Pollution Prevention: **Erosion & Sedimentation Control Plan**	GC			
b.	Materials and Resources *MRp2 & MRc5* - Construction Waste Management: **Const. Waste Mgmt. Plan**	GC			
c.	Materials and Resources *MRc3* - Sourcing of Raw Materials: **Building Product Disclosure & Optimization Calculator (BPDO)**	GC			
d.	Environmental Quality *EQc3* - **IAQ Management Plan for Construction and Preoccupancy Phases**	GC			
e.	Environmental Quality *EQc2* - Low Emitting Materials: **Low Emitting Materials Calculator**	GC			
13	**FINAL COMPLETION**				
a.	Copy of Final Change Order	A/E, GC, PM			X
b.	TEA - Certification of Project Compliance	A/E, GC, FBISD, PM			
c.	TAS/TDLR Certification (if applicable)	AE			
d.	Complete Set of Approved Submittals Log from Prolog	GC		Include Prolog Summary Log in Binder	
e.	Final Completion Certificate	A/E, GC, PM			X
	RETAINAGE				
a.	FBISD Retention Release Reduction Worksheet	PM			X
b.	Purchase Order Closure	PC			X
	WARRANTY INSPECTIONS				
a.	11 month inspection after Date of Substantial Completion	PM			

==========

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of $_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

==========

NOTE: Section 53.281(b)(2), Texas Property Code, requires that the above form be notarized. See Chapter 121, Texas Civil Practice & Remedies Code, regarding Acknowledgments & Proofs of Written Instruments, or consult an attorney. For short acknowledgement forms that might be suitable, see Section 121.008 in Chapter 121. Click here to go there.

==========

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____(owner) located at _____(location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

_____(Company name)

By _____(Signature)

_____(Title)

==========

NOTE: Section 53.281(b)(2), Texas Property Code, requires that the above form be notarized. See Chapter 121, Texas Civil Practice & Remedies Code, regarding Acknowledgments & Proofs of Written Instruments, or consult an attorney. For short acknowledgement forms that might be suitable, see Section 121.008 in Chapter 121. Click here to go there.

WARRANTY LETTER

PLEASE PRINT ON YOUR COMPANY LETTERHEAD

WARRANTY FOR:

Fort Bend ISD BOND 2023:

We, the undersigned, hereby warrant that Work described above which we have furnished and/or installed for the following project:

PROJECT TITLE: Job # _____,

PROJECT ADDRESS:

_____

The project is in accordance with the Contract Documents, including guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury except from proper and usual wear and tear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper, imperfect or of unsatisfactory material and/or workmanship, without cost to the Owner, and to make good all damage caused to other work or materials, or to the Owner's property, real and personal, due to such improper, imperfect or faulty material and/or workmanship, and/or due to the required replacement or re-execution. Such warranty periods shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the project. This guarantee shall be made to cover a period of one (1) year from the date of Substantial Completion as certified by the Architect under this Contract.

CONTRACTOR:

Company Name: _____

By:_____
(Signature)

_____
(Contact Name & Title)

_____
(Address)

_____
(Phone Number)

ASBESTOS FREE AFFIDAVIT

I understand that the Fort Bend Independent School District, in order to protect the students, staff and public in general from any unnecessary exposure to asbestos fibers, and to comply with the Asbestos Hazard Emergency Response Act prohibits the use of asbestos containing materials in all forms in the construction and operation of their facilities.

I certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief, no asbestos containing building materials (ACBM) either friable or otherwise were used in the process of construction or incorporated into the construction of the building.

CAMPUS LOCATION:

SCOPE OF WORK: _____

SPECIFICATION SECTION(S): _____

SUBCONTRACTOR: _____

_____ _____
General Contractor's Signature Date

_____
General Contractor's Printed Name & Title

Failure to complete this waiver constitutes non-compliance with the job specifications and an unacceptable job.

Signed before me this ___ day of _____, 20____

Notary Public: _____

My commission expires: _____

As the architect and/or project engineer responsible for the above said project I certify that no asbestos containing building materials were specified as a building material in the building as specified in 40 CFR 763.99(a)(7).

_____ _____

_____ _____ _____
Architect's or Project Engineer's Stamp Signature Date

LEAD FREE AFFIDAVIT

I understand that the Fort Bend Independent School District, in order to protect the students, staff and public in general from any unnecessary exposure to Lead, and to comply with the U.S. Code for a "LEAD FREE" drinking water system. "No person may use any pipe, any pipe or plumbing fitting or fixture, any solder, or any flux, after June 19, 1986, in the installation or repair of- (i) any public water system; or (ii) any plumbing in a residential or nonresidential facility providing water for human consumption, that is not LEAD FREE (within the meaning of subsection (d) of this section). [42 USC§ 300g-6]"

I certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief, no lead containing building materials were used in the process of construction or incorporated into the construction of the drinking water system in the building.

CAMPUS(ES):

SCOPE OF WORK: _____

SPECIFICATION SECTION(S): _____

SUBCONTRACTOR: _____

_____ _____
General Contractor's Signature Date

_____
General Contractor's Printed Name & Title

Failure to complete this waiver constitutes non-compliance with the job specifications and an unacceptable job.

Signed before me this ___ day of _____, 20____

Notary Public: _____

My commission expires: _____

As the architect and/or project engineer responsible for the above said project I certify that no lead containing building materials were specified as a building material in the building as specified in 42 U.S. Code§ 300g-l - National drinking water regulations.

_____ _____
Architect's or Project Engineer's Stamp Signature Date

FORT BEND ISD – BP036 SITEWORK PACKAGE 1
FBISD PROJECT NO:

PCB FREE AFFIDAVIT

I understand that the Fort Bend Independent School District, in order to protect the students, staff and public in general from any unnecessary exposure to polychlorinated biphenyls (PCB's), and to comply with the U.S. Environmental Protection Agency's recommendation for schools to eliminate PCB containing building material in all forms in the construction and operation of their facilities. I certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief, no polychlorinated biphenyls containing building materials (PCBs) were used in the process of construction or incorporated into the construction of the building.

CAMPUS(ES):

SCOPE OF WORK: _____

SPECIFICATION SECTION(S): _____

SUBCONTRACTOR: _____

_____ _____
General Contractor's Signature Date

_____
General Contractor's Printed Name & Title

Failure to complete this waiver constitutes non-compliance with the job specifications and an unacceptable job.

Signed before me this ___ day of _____, 20____

Notary Public: _____

My commission expires: _____

As the architect and/or project engineer responsible for the above said project I certify that no PCB containing building materials were specified as a building material in the building as specified in 40 CFR 761.20.

_____ _____
Architect's or Project Engineer's Stamp Signature Date

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Operation manuals for systems, subsystems, and equipment.
   3. Product maintenance manuals.
   4. Systems and equipment maintenance manuals.

B. Related Sections:
   1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Division 02 Section “Demonstration and Training” for instructing Owner’s personnel in the maintenance of the products and in the operation of equipment and systems.
   3. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or sub-systems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect and owner’s representative.
      a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
      b. Enable ~~inserted~~ reviewer comments on draft submittals.
   2. One (2) paper copy and (2) electronic copies on separate usb devices delivered at substantial completion.
   3. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 calendar days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion. Architect will return copy with comments.
    1. Correct or modify each manual to comply with Architect and owner's representative Comments. Submit copies of each corrected manual within 10 days of receipt of Comments and prior to commencing demonstration and training.

PART 2 PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
    1. List of documents.
    2. List of systems.
    3. List of equipment.
    4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
    1. Title page.
    2. Table of contents.
    3. Manual contents.

B. Title Page: Include the following information:
    1. Subject matter included in manual.
    2. Name and address of Project.
    3. Name and address of Owner.
    4. Date of submittal.
    5. Name and contact information for Contractor.
    6. Name and contact information for Architect.
    7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
   2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of content. Indicate volume number for each of the three required multiple-volume sets.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
   3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
   4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
   5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
      a. If oversize drawings are necessary, fold drawings to same size

as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
   1. Product name and model number. Use designations for products indicated on Contract Documents.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   6. Normal shutdown instructions.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
B. Source Information: List each product included in the manual, identify them by product name, and arrange to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
C. Product Information: Include the following, as applicable:
    1. Product name and model number.
    2. Manufacturer's name.
    3. Color, pattern, and texture.
    4. Material and chemical composition.
    5. Reordering information for specially manufactured products.
D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
    1. Inspection procedures.
    2. Types of cleaning agents to be used and methods of cleaning.
    3. List of cleaning agents and methods of cleaning detrimental to product.
    4. Schedule for routine cleaning and maintenance.
    5. Repair instructions.
E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
    1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identify by product name and arrange to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
    1. Standard maintenance instructions and bulletins.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Provide transmittal from district's construction management software for transmittance of extra parts.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
   1. Do not use original project record documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

End of Section 01 78 23

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

B. Related Sections:
   1. Division 01 Section "Execution" for final property survey.
   2. Division 01 Section "Closeout Procedures" for general closeout procedures.
   3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   4. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit one set(s) of marked-up record prints.
   2. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal: Submit one paper copy set as well as PDF electronic files of marked-up record prints and two sets of plots from corrected record digital data files on a single usb device. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal: Submit one paper copy set, a PDF electronic files of marked-up record prints on a single usb device.

B. Record Specifications: Submit as PDF electronic file of Project's Specifications, including addenda and contract modifications on a single usb device.

C. Record Product Data: Submit as PDF electronic file of each approved submittal.
   1. Submit where record Product Data are required as part of operation and maintenance manuals. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy set as well as PDF electronic files of each submittal.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require

individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, submit marked- up record prints to Architect. The Architect will then prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Annotated PDF electronic file.

2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark specifications to indicate the actual product installation where installation varies from that indicated in specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as a paper copy as well as in scanned PDF electronic file(s) of marked up paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as a paper copy as well as scanned PDF electronic file(s) of marked up paper copy.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

End of Section 01 78 39

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training video recordings.
   4. O&M Manuals should be uploaded into Owner’s designated software (Kahua)

B. Related Sections:
   1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies with closeout documentation per section 01 77 00 closeouts.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of videographer.
      c. Name of Architect.
      d. Name of Contractor.
      e. Date of video recording.
   2. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A qualified representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations. Provide a minimum (14) day advanced notice.
B. Coordinate instructors, including providing notification of dates, times, length of instruction time, a nd course content.
C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
B. Training Modules: Develop a learning objective and teaching outline for each module. For each module, include instruction for the following as applicable to the system, equipment, or component:
    1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
        a. System, subsystem, and equipment descriptions.
        b. Performance and design criteria if Contractor is delegated design responsibility.
        c. Operating standards.
        d. Regulatory requirements.
        e. Equipment function.
        f. Operating characteristics.
        g. Limiting conditions.
        h. Performance curves.
    2. Documentation: Review the following items in detail as applicable:
        a. Emergency manuals.
        b. Operations manuals.
        c. Maintenance manuals.
        d. Project record documents.
        e. Identification systems.
        f. Warranties and bonds.
        g. Maintenance service agreements and similar continuing commitments.
    3. Emergencies: Include the following, as applicable:
        a. Instructions on meaning of warnings, trouble indications, and error messages.
        b. Instructions on stopping.
        c. Shutdown instructions for each type of emergency.
        d. Operating instructions for conditions outside of normal operating limits.
        e. Sequences for electric or electronic systems.
        f. Special operating instructions and procedures.
    4. Operations: Include the following, as applicable:
        a. Startup procedures.

b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with r equirements in Division 01 Section "Operations and Maintenance Data."
B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Owner will furnish an instructor to describe Owner's operational philosophy.
   2. Owner will furnish Contractor with names and positions of participants.
B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner’s representative with at least 14 days advance notice.
C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect and owner’s representative.
C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

End of Section 01 77 00

SECTION 02 41 19 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected building elements.
2. Salvage of existing items to be reused or recycled.
3. Protect all work to remain.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner

C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Fort Bend ISD has first salvage rights on all items from the existing buildings prior to demolition. Once FBISD removes salvaged items, demolition waste becomes property of Contractor. Items to be salvaged by FBISD include, but are not limited to the following:

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project Site.

1. Inspect and discuss condition of construction to be selectively demolished.

2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove any items to be salvaged by Owner such as smallware.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. Re-route existing services as required to maintain service for occupants off the site.

1. Maintain fire-protection facilities in service during selective demolition operations.

D. Disconnection of Utilities: Contractor shall contact utility service company to coordinate disconnection of utilities. No disconnection shall take place without prior approval of utility provider.

1.10 WARRANTY

A Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.2 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations. Existing utilities shall be re-routed to continue serving those beyond our site.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary." Re-route utilities to provide continuous service to those off site.

E. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment. Salvaged equipment is property of contractor.
f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

2. Remove receptacles that are not being re-used. Patch walls as required where receptacles are removed.

2.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

D. Wall Prep: Wall surface to be prepared for paint where wall covering is shown to be removed.

2.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations o governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area off-site.
5. Protect items from damage during transport and storage.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **and cleaned** and reinstalled in their original locations after selective demolition operations are complete.

2.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections as required by recycling company. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

B. Masonry: Demolish in small sections as required by recycling company. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove. Demolish as required by recycling company.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." And methods described in requirements book by hazardous materials consultant.

E. Ground Penetrating Radar: Where concrete flooring or paving must be cut, contractor shall take measures to prevent damaging existing underground services. Contractor shall utilize ground penetrating radar and electrical circuit tracing equipment in the area to be excavated to determine the existence of underground services. In areas of possible underground services, limit the depth of the saw-cutting to less than the thickness of the concrete and breakout the concrete manually with special care.

2.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site **and** legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

2.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 03 10 00 – CONCRETE FORMWORK

PART 1 - GENERAL

1.1 REFERENCE

A. The Conditions of the Contract and the applicable requirements of Divisions 0 and 1 govern this section.

B. Refer to 16050 General Electrical for concrete pads for floor mounted equipment. Refer to 16450 Electrical Wiring for red concrete envelope for underground conduit.

C. Refer to architectural, structural, foodservice, and MEP drawings for complete scope of work regarding concrete housekeeping pads, and red concrete encasements.

1.2 STRUCTURAL RESPONSIBILITY

A. The structural adequacy of the forms, ties, shoring and bracing shall conform to the requirements of ACI Standard 347. Any requirements given herein are minimum for appearance purposes only, not to be considered as structural design.

1.3 DESIGN OF FORMS

A. Forms shall conform to shapes, lines, and dimensions of the members as called for on the Plans, and shall be sufficiently tight to prevent leakage of mortar. Properly brace and tie forms together so as to maintain position and shapes.

B. Design form work assemblies to take into account the pouring rate, temperature, vibrating, and retarding admixtures so all portions of the assembly withstand the concrete pressures without deformation beyond the design tolerances.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. The contractor may use coated plywood, hardboard, wood or steel at his option.

B. Form Release Agent: Coat form surfaces with two coats of a chemical-type non-staining form release agent. Acceptable manufacturers and products are:

1. "Pre-Form", The Nox-Crete Company.
2. "Form-Saver", Sonneborn Building Products.
3. "Uni-Cote", Burke Concrete Accessories.

C. Expansion Joint: Expansion joints, not otherwise shown or specified, shall be prepared or premolded material. The material shall be recognized premolded bituminous fiber of not less than 3/8" thickness, and as wide as the adjoining concrete. Asphalt to be 35-50% and shall conform to ASTM D-544.

D. Contraction and Construction Joints: See Drawings. No saw cuts or joints in polished concrete floor areas.

2.2 MOISTURE BARRIER

A. Material: Approved product for moisture barrier includes 10 mil Hercushield by In-Line Plastics.

B. Installation:

1. Surface: Place over smooth, well graded sand fill. See drawings for minimum thickness required.

2. Joints: Lap at least 6 inches and seal with plastic tape.

C. Locations: Install under slabs placed on grade, and around grade beams with earth forms, and as a vapor barrier under concrete slabs where noted.

2.3 EARTH FORMS

A. It is not acceptable to earth form any concrete that is exposed to view. Obtain Architect's approval to earth form concrete.

2.4 FORMWORK ACCESSORIES

A. Form Ties: Snap-off type, length as required; one inch back break dimension, free of defects that could leave holes larger than one inch in concrete surface.

B. Form Release Agent: Colorless mineral oil which will not stain concrete, absorb moisture or impair natural bonding characteristics of coating intended for use on concrete.

C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.

3.2 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements in accordance with requirements of ACI 301.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

D. Align joints and make watertight. Keep form joints to a minimum.

E. Obtain approval before framing openings in structural members which are not indicated on Drawings.

3.3 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices and embedded items.

C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.4 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in or passing through concrete work.

B. Locate and set in place items which will be cast directly into concrete.

C. Coordinate work of other Sections in forming and placing openings, recesses, chases, sleeves, bolts, anchors, and other inserts.

D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Install construction joints continuous without displacing reinforcement.

F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

G. Close temporary openings with tight fitting panels flush with inside face of forms.

3.5 FORM CLEANING

A. Clean and remove foreign matter within forms as erection proceeds.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 ACCURACY

A. Completed concrete surfaces exposed to view on exterior or in finished interior spaces shall meet the following requirements:

1. Visually plumb, level, straight and smooth except for irregularities that may be removed in the finishing process.

2. Sufficiently accurate to accommodate the details of abutting work.

3. Measurably accurate so that the maximum deviation is not over 3/8" in 16 feet. 1/8" in 10' for building slabs.

3.7 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.8 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

3.9 MISCELLANEOUS

A. Bolts, inserts, sleeves: Install items supplied by other trades where the items must be placed as forms are erected. Where these items can be installed use their own anchorage and sleeve devices. Locate these items from information supplied by the trades requiring them, such as floor checks and threshold holders.

B. Corners: Provide chamfer or radius strips for locations shown on the drawings. Other locations to have sharp corners rounded off only by the finishing process.

C. Construction Joints: Joints not indicated on the plans shall be so made and located as to impair least the strength of the structure. Whereas joint is to be made, the surface of the concrete shall be thoroughly cleaned and laitance removed; in addition, joints shall be thoroughly wetted and slushed with a coat of neat cement grout immediately before placement of new concrete.

D. Shims are to be set by concrete contractor.

E. A wash out area is to be provided by the concrete contractor under the direction of Fort Bend ISD.

D. Consult with Architect for location and acceptability of construction joints not shown.

END OF SECTION 03 10 00

SECTION 03 20 00 – CONCRETE REINFORCEMENT

PART 1- GENERAL

1.1 REFERENCE

A. The Conditions of the Contract and the applicable requirements of Divisions 0 and 1 govern this section.

B. Refer to 16050 General Electrical for concrete pads for floor mounted equipment. Refer to 16450 Electrical Wiring for red concrete envelope for underground conduit.

C. Refer to architectural, structural, foodservice, and MEP drawings for complete scope of work regarding concrete housekeeping pads, and red concrete encasements.

1.2 REFERENCE SPECIFICATIONS

A. This work shall be governed by the current edition of the following to the extent they are applicable:

1. The ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures, (ACI-315).

2. Specifications for Structural Concrete for Buildings (ACI-301).

3. Building Code Requirements for Reinforced Concrete (ACI-318).

4. Notations of the Structural Drawings supersede these Specifications in case of conflict.

5. Recommendations of the Concrete Reinforcing Steel Institute.

1.3 SUBMITTALS

A. Mill Reports: Provide descriptive certificates or mill reports from the manufacturer describing the steel used. If reinforcing cannot be identified, provide test reports for each 10 tons or fraction thereof. Include tensile and bending test reports.

B. Shop Drawings: Include complete diagrams, schedules and details of the following:

1. Layout plans.

2. Details.

3. Sizes.

4. Bends.

5. Spacing.

6. Supports.

C. Reproduction of the structural drawings will not be allowed for shop drawing submittals.

1.4 DESIGN

A. Bar Supports: Type and spacing per reference specifications - Plastic type galvanized chair tan in color.

B. Concrete Cover: Per reference specifications unless shown or specified otherwise.

C. Splices: When it is necessary to splice reinforcement other than as shown on the plans, the character of the splice shall be decided by the Engineer or Architect on the basis of allowable bond and stress in the reinforcement at the splice. Splicing shall not be made at points of maximum stress, nor shall adjacent bars be spliced at the same location. Splices of bar reinforcement not at points of maximum stress shall be 36 times the bar diameter, minimum.

PART 2 - PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A615 Grade 60; deformed billet steel bars, plain finish.
B. Welded Wire Mesh: ASTM A185; in flat sheets, plain finish

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type.

B. Chairs, Bolsters, Bar Support, and Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.

2.3 FABRICATION

A. Lap reinforcement designated as continuous 50 bar diameters unless noted otherwise.

B. Refer to drawings for additional requirements.

PART 3 - EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Conform to drawings and applicable code for concrete cover over reinforcement.

3.2 FIELD QUALITY CONTROL

A. Field inspection will be performed under provision of Section 01 02 00.

3.3 CONCRETE PROTECTION

A. Reinforcement shall be protected by the thickness of concrete shown on the plans. When the thicknesses are not shown, they shall be at least equal to ACI Building Code 318, latest edition, and to the following:

1. Poured against ground without forms: 3".

2. Exposed to weather or to be in ground but placed against forms: 2" for bars larger than No. 5 and 1-1/2" for No. 5 bars and smaller.

3. In all cases, at least equal to the diameter of the bars.

END OF SECTION 03 20 00

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
1. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:

a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

9. Color pigments.
10. Fiber reinforcement.
11. Vapor retarders.
12. Floor and slab treatments.
13. Liquid floor treatments.
14. Curing materials.

15. Joint fillers.
16. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic micro-fiber content.
11. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
12. Intended placement method.
13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

a. Location of construction joints is subject to approval of the Architect.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PRODUCTS

1.8 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

1.9 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, **Type I or II**, **gray**.
2. Fly Ash: ASTM C618, Class C or F. Not allowed at exposed slab areas.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.

C. Normal-Weight Aggregates: ASTM C33/C33M, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: **1 inch (25 mm)** nominal.
2. Color: **As indicated by manufacturer's designation**.

D. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

E. Sheet Vapor Retarder, Class A: ASTM E1745, Class A not less than 15 mils (0.375 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

1. Approved manufactures:
   a. Stego Industries.
   b. W.R. Meadows
   c. Raven Industries
   d. Tex-Trude.

1.10 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: [ASTM D1751, asphalt-saturated cellulosic fiber.

1.11 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand, as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than [**4100 psi (29 MPa)** at 28 days when tested in accordance with ASTM C109/C109M.

1.12 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use [**water-reducing**] [**high-range water-reducing**] [**or**] [**plasticizing**] admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

1.13 CONCRETE MIXTURES

A. Class [**A**] Normal-weight concrete used for footings, grade beams, and tie beams.

1. Exposure Class: ACI 318 (ACI 318M).
2. Minimum Compressive Strength: [**As indicated**] at 28 days.

B. Class [**C**] <**Insert designation**>: Normal-weight concrete used for interior slabs-on-ground.

1. Exposure Class: ACI 318 (ACI 318M).

Retain strength from first five options in "Minimum Compressive Strength" Subparagraph below, or revise to suit Project.

2. Minimum Compressive Strength: **3500 psi (24.1 MPa)** at 28 days.

C. Class [**F**] : Normal-weight concrete used for concrete toppings.

1. Exposure Class: ACI 318 (ACI 318M).
2. Minimum Compressive Strength: [**4000 psi (27.6 MPa)** at 28 days.

1.14 CONCRETE MIXING

A. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).

3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

EXECUTION

1.15 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

1.16 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

1.17 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

1.18 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.

3. Lap vapor retarder over footings and grade beams not less than 6 inches (150 mm), sealing vapor retarder to concrete.
4. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.

    a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches (150 mm) on all sides, and sealing to vapor retarder.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

1.19 JOINTS

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

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.
    b. Do not continue reinforcement through sides of strip placements of floors and slabs.
3. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least [**one-fourth**] of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into

concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

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

Retain one or both of first two subparagraphs below. If both are required, indicate location of each on Drawings.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:

1. Install dowel bars and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

1.20 CONCRETE PLACEMENT

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

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).

    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

1.21 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 (ACI A117M) tolerances for conventional concrete.
3. Apply float finish to surfaces [**to receive trowel finish**] [**and**] [**to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo**] <**Insert locations**>.

C. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces [**exposed to view**] [**or**] [**to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system**].
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155 (ASTM E1155M), for a randomly trafficked floor surface:

    a. Slabs on Ground:

        1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed [**1/4 inch (6 mm)**] [**3/16 inch (4.8 mm)**] [**1/8 inch (3 mm)**] [**1/8 inch (3 mm) and also no more than 1/16 inch (1.6 mm) in 2 feet (610 mm)**].

D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces [**indicated on Drawings**] [**where ceramic or quarry tile is to be installed by either thickset or thinset method**]. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Architect before application.

1.22 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases [**4 inches (100 mm)**] high unless otherwise indicated on Drawings and extend base not less than 6 inches (150 mm) in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: **4000 psi (27.6 MPa** at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.

    a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

1.23 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1,) before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:

a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
b. Continuous Sprinkling: Maintain concrete surface continuously wet.
c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

1) Recoat areas subject to heavy rainfall within three hours after initial application.
2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:

a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12-inches (300-mm).
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

b. Floors to Receive Curing and Sealing Compound:

1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

1.24 TOLERANCES

A. Conform to ACI 117 (ACI 117M).

1.25 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least [**one**] [**six**] month(s).
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

1.26 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

1. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
b. Compact mortar in place and strike off slightly higher than surrounding surface.

2. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Architect.

C. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

    a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
    b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

    a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations.
    b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.

    a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around.
    b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
    c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
    d. Place, compact, and finish to blend with adjacent finished concrete.
    e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.

    a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
    b. Dampen cleaned concrete surfaces and apply bonding agent.
    c. Place patching mortar before bonding agent has dried.
    d. Compact patching mortar and finish to match adjacent concrete.
    e. Keep patched area continuously moist for at least 72 hours.

D. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

E. Repair materials and installation not specified above may be used, subject to Architect's approval.

1.27 FIELD QUALITY CONTROL

1.28 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 084523

INSULATED TRANSLUCENT SKYLIGHT SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the insulated, translucent sandwich panel system and accessories as shown and specified. Work includes providing and installing:

1. Flat insulated, translucent sandwich panels
2. Aluminum Clamp-Tite installation system
3. Aluminum flashing attached to skylights

1.2 SUBMITTALS

A. Submit manufacturer's product data. Include construction details, material descriptions, profiles, and finishes of components.

B. Submit shop drawings. Include plans, elevations, and details.

C. Submit manufacturer's color charts showing the full range of colors available for factory finished exposed aluminum.

1. When requested, submit samples for each exposed finish required, in same thickness and material indicated for the work and in size indicated below.
   a. Sandwich panels: 7" x 12" units
   b. Factory finished aluminum: 3" long sections

D. Submit Installer Certificate, signed by installer, certifying compliance with project qualification requirements.

E. Submit product reports from a qualified independent testing agency indicating each type and class of panel system complies with the project performance requirements, based on comprehensive testing of current products. Previously completed reports will be acceptable if for current manufacturer and indicative of products used on this project.

1. Reports required (if applicable) are:
   a. Flame Spread and Smoke Developed (UL 723) – Submit UL Card
   b. Burn Extent (ASTM D 635)
   c. Color Difference (ASTM D 2244)
   d. Impact Strength (UL 972)
   e. Bond Tensile Strength (ASTM C 297 after aging by ASTM D 1037)
   f. Bond Shear Strength (ASTM D 1002)
   g. Beam Bending Strength (ASTM E 72)
   h. Insulation U-Factor (NFRC 100)
   i. NFRC System U-Factor Certification (NFRC 700)
   j. NFRC Visible Light Transmittance (NFRC 202)
   k. Solar Heat Gain Coefficient (NFRC or Calculations)
   l. Air Leakage (ASTM E 283)
   m. Structural Performance (ASTM E 330)
   n. Water Penetration (ASTM E 331)

o. Fire Penetration of Exterior Wall Assemblies Using a Direct Flame Impingement Exposure (ASTM E2707)
p. Fall Through Resistance (ASTM E 661)
q. Class A Roof Covering Burning Brand (UL 790)

1.3 CLOSEOUT SUBMITTALS

A. Provide field maintenance manual to include in project maintenance manuals.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Material and products shall be manufactured by a company continuously and regularly employed in the manufacture of specified materials for a period of at least ten consecutive years and which can show evidence of those materials being satisfactorily used on at least six projects of similar size, scope, and location. At least three of the projects shall have been in successful use for ten years or longer.
2. Panel system must be listed by an ANSI accredited Evaluation Service, which requires quality control inspections and fire, structural, and water infiltration testing of sandwich panel systems by an accredited agency.
3. Quality control inspections shall be conducted at least once each year and shall include manufacturing facilities, sandwich panel components, and production sandwich panels for conformance with AC177 "Translucent Fiberglass Reinforced Plastic (FRP) Faced Panel Wall, Roof and Skylight Systems" as issued by the ICC-ES.

B. Installer's Qualifications: Installation shall be by an experienced installer, which has been in the business of installing Kalwall panel systems for at least two consecutive years and can show evidence of satisfactory completion of projects of similar size, scope, and type.

1.5 PERFORMANCE REQUIREMENTS

A. The manufacturer shall be responsible for the configuration and fabrication of the complete panel system.

1. When requested, include span analysis data.
2. Standard panel system shall have less than 0.01 cfm/ft² air leakage by ASTM E 283 at 6.24 PSF (50 mph) and no water penetration by ASTM E 331 at 15 PSF; and structural testing by ASTM E 330.
3. Structural Loads. Provide skylight system capable of handling the following loads:
   a. Live Load (PSF): as indicated on the architectural and/or structural drawings.
   b. Wind Load (PSF): as indicated on the architectural and/or structural drawings.

B. Deflection Limits:

1. Unit Skylight: Limited to L/60 of clear span for each assembly component.

C. Thermal Movements: Allow for thermal movements from ambient- and surface-temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 110 deg F (43 deg C), ambient; 150 deg F (66 deg C), material surfaces.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver panel system, components, and materials in manufacturer’s standard protective packaging.

B. Store panels on the long edge; several inches above the ground, blocked and under cover in accordance with manufacturer’s storage and handling instructions.

1.7 WARRANTY

A. Provide manufacturer's and installer's written warranties agreeing to repair or replace panel system work, which fails in material or workmanship, within one year from the date of delivery. Failure of material or workmanship shall include deterioration of finish on metal in excess of normal weathering; and defects in accessories; insulated, translucent sandwich panels; and other components of the work.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. The basis for this specification is for products manufactured by Kalwall Corporation. Other manufacturers may bid this project subject to compliance with the performance requirements of this specification and submission of evidence thereof. Listing other manufacturers’ names in this specification does not constitute approval of their products or relieve them of compliance with all the performance requirements contained herein.

B. Kalwall Corporation, locally distributed by Griesenbeck Architectural Products, 832-841-2074, dustin@griesenbeck.com

C. Structures Unlimited, Inc., 800-225-3895, info@structuresunlimitedinc.com

2.2 PANEL COMPONENTS

A. Face Sheets:

1. Translucent faces: Manufactured from glass fiber reinforced thermoset resins, formulated specifically for architectural use.
   a. Thermoplastic (e.g. polycarbonate, acrylic) faces are not acceptable.
   b. Face sheets shall not deform, deflect, or drip when subjected to fire or flame.
2. Interior face sheets:
   a. Flame spread: Underwriters Laboratories (UL) listed, which requires periodic unannounced retesting, with flame spread rating no greater than 50 and smoke developed no greater than 450 when tested in accordance with UL 723.
   b. Burn extent by ASTM D 635 shall be no greater than 1”.
3. Exterior face sheets:
   a. Color stability: Full thickness of the exterior face sheet shall not change color more than 3 CIE Units DELTA E by ASTM D 2244 after 5 years outdoor South Florida weathering at 5° facing south as measured on a white sample, with and without a protective film or coating to ensure long-term color stability. Color stability shall be unaffected by abrasion or scratching.

b. Strength: Exterior face sheet shall be uniform in strength, impenetrable by hand held pencil and repel an impact minimum of 70 ft. lbs. without fracture or tear when impacted by a 3-1/4" diameter, 5 lb. free-falling ball per UL 972.
c. Erosion Protection: Integral, embedded-glass erosion barrier.

4. Appearance:
   a. Exterior face sheet: Smooth, .070" thick and Crystal in color.
   b. Interior face sheet: Smooth, .045" thick and White in color.
   c. Face sheets shall not vary more than ± 10% in thickness and be uniform in color.

B. Grid Core:

1. Aluminum I-beam grid core shall be of 6063-T6 or 6005-T5 alloy and temper with provisions for mechanical interlocking of muntin-mullion and perimeter. Width of I-beam shall be no less than 7/16".

C. Laminate Adhesive:

1. Heat and pressure resin type adhesive engineered for structural sandwich panel use, with minimum 25-years field use. Adhesive shall pass testing requirements specified by the International Code Council "Acceptance Criteria for Sandwich Panel Adhesives".
2. Minimum tensile strength of 750 PSI when the panel assembly is tested by ASTM C 297 after two exposures to six cycles each of the aging conditions prescribed by ASTM D 1037.
3. Minimum shear strength of the panel adhesive by ASTM D 1002 after exposure to four separate conditions:
   a. 50% Relative Humidity at 68° F: 540 PSI
   b. 182° F: 100 PSI
   c. Accelerated Aging by ASTM D 1037 at room temperature: 800 PSI
   d. Accelerated Aging by ASTM D 1037 at 182° F: 250 PSI

2.3 PANEL CONSTRUCTION

A. Provide sandwich panels of flat fiberglass reinforced translucent face sheets laminated to a grid core of mechanically interlocking I-beams. The adhesive bonding line shall be straight, cover the entire width of the I-beam and have a neat, sharp edge.

1. Thickness: 2-3/4 inches
2. Grid Core Insulation: Fill panel cores with fiberglass batt
3. Panel U-factor by NFRC certified laboratory: 2-3/4" aluminum grid 0.29
4. Visible Light Transmittance (VLT):
   a. Visible LT (NFRC 202) by NFRC certified laboratory: 26%
5. Solar heat gain coefficient 0.30
6. Grid pattern as viewed: Nominal size 12" x 24"; pattern Shoji

B. Standard panels shall deflect no more than 1.9" at 30 PSF in 10'-0" span without a supporting frame by ASTM E 72.

C. Panels shall meet the conditions of acceptance according to ASTM E2707 Fire Penetration of Exterior Wall Assemblies Using a Direct Flame Impingement Exposure:
1. Absence of flame penetration through the wall assembly at any time.
2. Absence of evidence of glowing combustion on the interior surface of the assembly at the end of the 60-min observation period.
3. Absence of evidence of flame, glow, and smoke if the test is terminated prior to the completion of the 60-min observation period.
4. Refer to drawings for panel sizes.

D. Skylight System:

1. Skylight system shall pass Class A Roof Burning Brand Test by UL 790.

E. Skylight System shall meet the fall through requirements of OSHA 1910.21 as demonstrated by testing in accordance with ASTM E 661, thereby not requiring supplemental screens or railings.

2.4 ALUMINUM CLAMPTITE INSTALLATION SYSTEM

A. Aluminum clamptite installation system - Unit Skylight:

1. Extruded aluminum 6063-T6 and 6063-T5 alloy and temper clamp-tite screw type closure system.
2. Skyroof perimeter aluminum clampite installation system at curbs shall be factory sealed to panels.

B. Sealing tape: Manufacturer's standard, pre-applied to aluminum clamptite installation system at the factory under controlled conditions.

C. Fasteners: 300 series stainless steel screws for aluminum clamptite installation system, excluding final fasteners to the building.

D. Finish:

1. Manufacturer's factory applied finish, which meets the performance requirements of AAMA 2604. Color to be selected from manufacturer's standards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Installer shall examine substrates, supporting structure, and installation conditions.

B. Do not proceed with panel installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by sealant manufacturer for this purpose.
2. Where aluminum will contact concrete, masonry, or pressure treated wood, protect against corrosion by painting contact surfaces with bituminous paint or method recommended by sealant manufacturer.

3.3 INSTALLATION

A. Install the panel system in accordance with the manufacturer's fabrication drawings and suggested installation instructions.

1. Anchor component parts securely in place by permanent mechanical attachment system.
2. Accommodate thermal and mechanical movements.
3. Seal aluminum clamptite installation system as shown on the manufacturer’s fabrication drawings and suggested installation instructions.

B. Install joint sealants at perimeter joints and within the panel system in accordance with manufacturers fabrication drawings and suggested installation instructions.

3.4 FIELD QUALITY CONTROL (Unit Skylights)

A. Water Test: Installer to test a representative section of installed materials according to procedures in AAMA 501.2.

B. Repair or replace work that does not pass testing or that is damaged by testing and retest work.

3.5 CLEANING

A. Clean the panel system, interior and exterior, immediately after installation.

B. Refer to manufacturer's written recommendations.

END OF SECTION 084523

SECTION 10 53 13 – ALUMINUM CANOPIES

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Furnish all materials and labor necessary to complete the installation of extruded aluminum canopy system as shown on drawings and details herein specified.

1.3 SUBMITTALS

A. Product Data:
1. Manufacturer's specification and technical data.
2. Manufacturer's installation instructions.

B. Shop Drawings: Indicate size, material, and finish. Show location and installation procedures. Include details of joints, attachments and clearances.

C. Samples or color charts showing manufacturers full range of colors, standard and custom colors for Architect's selection.

D. Submit samples of the finish and color selections.

E. Qualification Data: For qualified Installer.

F. Warranty: Sample of special warranty.

G. Furnish complete shop drawings bearing the seal of a registered engineer showing the required live and wind loads of the project.

PART 2 -PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 regarding substitutions to be considered.
1. Avadek Walkway Covers; (713) 944-0988
2. East Texas Canopy, (800) 816-3822
3. Mapes Industries, Inc., Lincoln, NE; (800) 228-2391
4. Peachtree Protective Covers, Inc., Hiram, GA

B. Specifications are based on Super Lumideck all extruded aluminum hanger rod canopy manufactured by Mapes Industries, Inc.

2.2 MATERIALS

A. Structural Components: Refer to Section 05 50 00, Miscellaneous Metals for material
1. Structure shall be designed by the manufacturer to withstand walking on top, heavy hail, and winds in the configurations shown on drawings.
2. Tubes, fascia, clip angles: 6063-T6 Alloy extruded aluminum.

3. Tie rods, eye bolts, threaded rod: galvanized steel
4. Reducers, Clevis: galvanized malleable iron
5. Nuts, washers, and steel fasteners in contact with aluminum: stainless steel

B. Flashing: Shall be 0.040 inch aluminum fabricated to prevent leakage of water between canopy and adjacent structures, where applicable.

C. Deck: 6061-T6 or 6005-T5 Alloy extruded aluminum (roll form is NOT acceptable).

D. Expansion Joints: Provide expansion joints as required. Expansion joints shall have no metal to metal contact.

E. Fasteners and Accessories: Eyebolts, lag screws, masonry anchors, and pipe spacers in sizes required to suit application.

F. Finish: Manufacturer’s baked enamel finish in color to be selected by Architect from manufacturer’s available colors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Coordinate dimensional requirements prior to fabrication.

B. Install canopy in accordance with manufacturers printed instructions.

END OF SECTION 10 53 13

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and removing site utilities and abandoning site utilities in place.
7. Temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

D. Utility Locator Service: Notify DIG-TESS (1-80-DIG-TESS) for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control tree protection measures are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.

4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

D. Preserve and protect trees, bushes, fences, etc., and non paved areas on site.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

E. Cut drainage swales and provide temporary grading in immediate area of new work to protect foundation work and to carry storm water away during construction. No water will be permitted to stand around foundation or excavations.

3.3 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site according to requirements in Landscape drawings and specifications.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than five days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission. Utility interruptions must be coordinated with school’s schedule, and follow any additional requirements indicated in Division 0 or 1 of the specifications.

C. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots, obstructions, and debris to a depth below exposed subgrade.
3. Use only hand methods for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.
5. Remove from site and make legal disposition of all debris. No debris shall be buried on site as a means of disposal.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.
3. Backfill depressions and excavations caused by this Work to level of existing grade unless otherwise required by drawing.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

C. Furnish all labor and materials necessary for the demolition of existing work.

END OF SECTION 31 10 00.

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade walks pavements turf and grasses and plants.
2. Excavating and backfilling for buildings and structures.
3. Subbase course for concrete walks pavements.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
6. Excavating well hole to accommodate elevator-cylinder assembly.

B. Related Sections:
1. Spec Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
2. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

E. Fill: Soil materials used to raise existing grades.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Geofoam.
4. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches (300 by 300 mm).
2. Warning Tape: 12 inches (300 mm) long; of each color.

C. Qualification Data: For qualified testing agency.

D. Material Test Reports: For each on-site soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698 ASTM D 1557.

E. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Utility Locator Service: Notify Dig-Tess (1-800-DIG-TESS) for area where Project is located before beginning earth moving operations.

D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 01 Section "Temporary Facilities and Controls," Division 31 Section "Site Clearing," are in place.

E. Do not commence earth moving operations until plant-protection measures specified in Division 01 Section "Temporary Tree and Plant Protection" are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Group CL; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. Liquid Limit: Less than 40
2. Plasticity Index: Between 12 and 20.

C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

D. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

E. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

F. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

G. Sand: ASTM C 33; fine aggregate.

H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

a. 24 inches outside of concrete forms other than at footings.
b. 12 inches outside of concrete forms at footings.
c. 6 inches outside of minimum required dimensions of concrete cast against grade.
d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
e. 6 inches beneath bottom of concrete slabs-on-grade.
f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:

a. 24 inches outside of concrete forms other than at footings.
b. 12 inches outside of concrete forms at footings.
c. 6 inches outside of minimum required dimensions of concrete cast against grade.
d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
e. 6 inches beneath bottom of concrete slabs-on-grade.
f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below proposed grade.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 6 inches each side of pipe or conduit As indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.

4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 6 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Division 01 Sections and Landscape sections.

3.7 SUBGRADE INSPECTION

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete Miscellaneous Cast-in-Place Concrete."

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the pipe or conduit. Compact in maximum 8 inch loose lifts.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use select fill.
4. Under building slabs, use select fill.
5. Under footings and foundations, use select fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 ASTM D 1557:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.16 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Strip the existing vegetation, organic topsoils, and wet/unstable soils to a depth of at least 6 inches and to a depth as necessary to obtain the desired finish grade.
2. Proofroll the exposed subgrade soil with a 15-ton roller and observe the soils during proofrolling so as to detect any wet, soft, or unstable soils. Wet, soft, or unstable soils should be treated with suitable drying or stabilizing agents or the unsuitable soils should be removed and replaced with properly compacted select fill.
3. Compact the exposed subgrade soils to an in-place dry density equal to at least 95% for the maximum standard dry density (ASTM D 698) at a moisture content within 2% +/- of the optimum moisture content.
4. If it is necessary to place fill to bring the pavement subgrade soils to the desired grade elevation, suitable earth fill or select fill should be utilized. Suitable earth fill may consist of the on-site excavated soils that are free or organics and deleterious substances. Select fill should consist of a clayey sand or inactive lean clay with a maximum liquid limit of 35 and a plasticity index range of 8 to 20. Fill material should be placed in 8 inch thick loose lifts and compacted to an in-place dry density equal to at least 95% of the maximum dry density at a moisture content within 2% +/- of the optimum moisture content as determined by ASTM D 698.
5. **Stabilize the upper 6” of the pavement subgrade soils for the light and medium traffic with lime and fly ash (3% lime by dry soil weight or 15 pounds of lime per square yard of surface area for a depth of 6 inches and 8% fly ash by dry soil weight or 53 pounds of lime per square yard of surface area for a depth of 6 inches.)**
6. **Stabilize the upper 8 inches of the pavement subgrade soils for heavy traffic with lime and fly ash (3% lime by dry soil weight of 20 pounds of lime per square yard of surface area to the expose subgrade soils for a depth of 8 inches and 8% fly ash by dry soil weight or 53 pounds of lime per square yard of surface area for a depth of 8 inches.)**
7. Compact the blended soil-lime mixture to an in-place dry density equal to at least 95% for the maximum dry density at a moisture content within 2% +/- of the optimum moisture content as determined b ASTM D698. Stabilization procedures should be performed in accordance with Item 220,
8. Stabilization should extend a minimum of 2 feet beyond the edges of the pavements in order to preclude edge failure of the pavements.

3.17 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches (150 mm) or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 <Insert number> percent of maximum dry unit weight according to ASTM D 698.

3.18 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material and maximum lift thickness comply with requirements.
3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) <Insert area> or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet (30 m) <Insert dimension> or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet (46 m) or less of trench length, but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 32 01 90 - OPERATION AND MAINTENANCE OF PLANTING

Part 1 -GENERAL

1.1 DESCRIPTION

A. This section specifies the minimum requirements for caring for and achieving an established landscape and maintaining existing landscape remaining on the site, including:

1. Mowing, edging and trimming of turf areas.
2. Pruning of trees.
3. Weed, cultivation and cleaning of tree dish.
4. Application of fertilizers, insecticides and herbicides.
5. Maintenance of irrigation system.
6. General site clean up, removal of trash and by-products of maintenance in landscape areas and streets.

1.2 INTENT OF ESTABLISHING LANDSCAPE

A. The intent of this section is upon planting work final acceptance. The Contractor shall provide the Owner with an established landscape. During the ninety calendar day (Base Bid), (one year, 360 calendar day, Alternate No. __) establishment period the Contractor shall care for and provide a project site that is attractive in appearance and shall keep plant materials and lawns in a healthy and vigorous condition using accepted horticultural standards.

1.3 CONTRACTORS PERFORMANCE

A. The Contractor shall perform all work required to fulfill the intent of this section. The workmen shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum, and stage their work from a location on the site out of the way of the mainstream of the users. The Contractor shall provide all employees with the same uniform clearly identifying the company. In general, the Contractor's presence on the site shall be as inconspicuous as possible.

B. Contractor shall be responsible for establishing the landscape for a period of ninety (90) calendar days (Base Bid), (one year, 360 calendar days, Alternate No. __) from the date of Planting Work Substantial Completion of the Project as determined by Section 32 90 00 Planting.

1.4 NEGLECT AND VANDALISM

A. Turf or plants that are damaged or killed due to Contractor's operations, negligence, or chemicals shall be replaced.

B. Structures that are damaged due to the Contractor's operations shall be replaced.

C. Damage to or thefts of landscaping installations not caused or allowed by the Contractor shall be corrected at the Owner’s expense upon receipt of the Owner’s written authorization to proceed.

1.5 SUBMITTALS

A. In accordance with Section 01 33 00 -Submittal Procedures and 01 78 39 Project Record Documents of these specifications, the following shall be submitted:

1. Manufacturer's data including product specifications, application instructions and precautions if any are necessary.

2. Chemical manufacturer's written application instructions.

Part 2 -PRODUCTS

2.1 SOIL PRODUCTS

A. Mulch: As specified in Section 32 90 00 – Planting of these specifications.

B. Prepared soil: As specified in Section 32 90 00 – Planting of these specifications.

2.2 CHEMICALS

A. Pre-emergence Weed Control, Herbicide, Insecticides, Fire Ant Control): As per Section 32 90 00 for Trees, Shrubs and Groundcover. Refer to 32 92 13 for these materials for lawn / hydromulch areas.

B. Tree, Groundcover and Shrub Fertilizer: MicroLife 6-2-4 Plant Fertilizer or approved equal. Apply in accordance with manufacturer's written instructions.

C. Fungicide (Not for Lawn/ hydromulched areas):

1. Systemic Fungicide with Benomyl by Greenlight Products, San Antonio, Texas 78217.
2. General Purpose Fungicide with manganese and zinc by Greenlight Products.

D. Sod Fertilizer: Not Required.

2.3 STAKES AND GUYS

A. Tree Stakes: As specified in Section 32 90 00 - Planting of these specifications.

2.4 MACHINERY

A. Machinery requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.

B. Lawn Mowers: Rotary or reel in good working order, finely tuned to protect the turf from excessive exhaust fumes. Blades shall be sharp.

C. Turf Edger: Rigid or flexible blade producing a fine clean edge where turf meets walkways, pavements, curbs, headers or buildings.

D. Fertilizer Spreaders: Cyclone. No visible overlapping of applications will be permitted.

E. Deep Root Feeder: Ross by Ross Daniels, Incorporated, Des Moines, Iowa 50265.

F. Pruning Tools: Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.

Part 3 -EXECUTION

3.1 TREES

A. Maintain staking and guying of trees at all times and shall be responsible for any damage to trees caused by chafing or breakage of foliage or limbs coming in contact with stakes, ties, guys, eyebolts or bracing materials. Replace broken plant stakes and ties as needed. Where ties are too tight, replace or adjust them.

B. Remove suckers from trees in accordance with the Schedule of Article 3.11.

C. Edge, weed, fertilize, mulch, and aerate tree saucers in accordance with the Schedule of Article 3.11.

D. Prune and shape trees in accordance with the Schedule of Article 3.11. Prune out dead wood as directed by Aldine ISD.

E. Control trees insects in accordance with the Schedule of Article 3.11.

F. Control disease in accordance with the Schedule of Article 3.11 by spraying, either pruning or removing or both, disease damaged plant material.

G. Deep water trees in accordance with the Schedule of Article 3.11 with Ross deep root feeder using water only.

3.2 TREE SAUCERS

A. Weed tree saucers in accordance with the Schedule of Article 3.11. Maintain tree saucers at existing size of circumference in a neat circle. Mulch depth shall be two inches. Apply mulch in accordance with the Schedule of Article 3.11. Mulch to remain 6 inches away from base of trunk. Do NOT mulch against the tree trunk.

3.3 SHRUB AND GROUNDCOVER MAINTENANCE

A. Never cut flush to ground. Maintain 2 in. depth of mulch as specified in 32 90 00, Planting.

3.4 TURF MAINTENANCE

A. Mowing: Mowers are to be set to accommodate a 1.5 inch mowing height. The first mowing shall not be attempted until the hydromulched areas are firmly rooted and securely in place. Not more than 30 percent of the grass leaf shall be removed by the initial or subsequent mowings. Care shall be taken to assure cutting blades are maintained in a sharp condition. Do not scalp the lawn or cut more than one half the existing top growth in one mowing. Remove or catch the clippings. Do not allow clippings to remain on lawn surface more than four hours.

B. Watering: The general contractor shall monitor the irrigation system to ensure adequate water is being applied to the site. Watering should begin immediately after installation. The amount of water required will vary depending upon season, weather, temperature, wind, slope and turfgrass variety. The general contractor shall designate the party responsible to ensure adequate water supply and application. Watering shall be provided as follows:

1. First Week: The contractor shall provide all labor and arrange for all watering necessary for rooting of the hydromulched areas**.** Soil on sod pads shall be kept moist at all times. In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week and in sufficient quantities to maintain moist soil to a depth of at least 4 inches (100 mm). Watering should be done during the heat of the day to prevent wilting.
2. Second and Subsequent Weeks: The contractor shall water the hydromulched areas as required to maintain adequate moisture in the upper 4 inches (100 mm) of soil, necessary for the promotion of deep root growth.

C. Fertilizing for Trees, Shrubs and Ground cover areas: Fertilize in accordance with the Schedule of Article 3.11, at manufacturer's recommended rate with products noted above and as follows:

Spring: aerate, apply Microlife 6-2-4 Biological Fertilizer and Eco-Min Rock Mineralizer on the same day.

Summer: apply Microlife 6-2-4 Biological Fertilizer and Granular Humate Soil Conditioner on the same day.

Fall: apply Microlife 6-2-4 Biological Fertilizer and Microgro Granular Inoculant on the same day.

D. Weed Control: Use extreme care in the use of chemicals for weed control. Apply chemicals after the turf is well established and in a vigorous condition. Broadleaf weeds such as malva, dandelion and plantain can be controlled with applications of selective and recommended herbicides. Always follow label directions fully and carefully; wash sprayer carefully after using herbicides. Vegetation growing through pavements, expansion joints, and pavement joints using chemical or machine methods.

E. Insects: Control insects with applications of insecticides at the manufacturer's recommended rate.

F. Diseases: Where they first appear, spray for diseases with a commercial organic, in accordance with the manufacturer's recommendations.

3.5 CONTROL OF WEEDS

A. Weeds include, but are not limited to, Johnson Grass, Nut Grass, and Poison Ivy.

B. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts. Areas to be sprayed shall be approved by the Owner’s Representative. Application rate shall be as recommended by the manufacturer.

C. Apply pre-emergent weed killer in accordance with manufacturer's recommendation and in accordance with the Schedule of Article 3.11.

3.6 OVERALL SITE WATERING

A. The Owner’s objective is to condition the plant material to survive on limited water. The Contractor shall water turf, the largest user of water, on a regular basis for the first month or two until roots and stems have developed. Once established, Contractor shall reduce watering of turf thus allowing the turf to acclimatize to Houston's natural rainfall.

B. Contractor shall water trees 1x/week using the Treegator bags per manufacturer instructions.

C. Contractor shall water site using watering tanks, re: 32 90 00 during maintenance period.

D. Contractor will coordinate watering times with Owner Representative’s assistance.

3.7 USE OF HERBICIDES, INSECTICIDES, STERILANTS, POISON AND ANIMAL TRAPS

A. The Contractor may use such herbicides, insecticides, sterilants, poison and animal traps as necessary and advantageous in its grounds establishment activities. Herbicides, insecticides, sterilants, and animal traps shall be used responsibly and complying with Federal, State, and Local laws and regulations. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products or equipment or both. Owner retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison, or animal trap that he may judge to be undesirable for any reason. Pesticides included in this Contract shall not require a license or shall not be restricted for use under Texas or federal law. Pesticides shall not carry any state or federal restrictions.

B. Products, like weed oil, leaving an undesirable residue or odor shall not be used.

C. Owner shall be notified prior to application and advised of any danger associated with the use of these products.

D. After Owner approval, apply insecticides in accordance with the Schedule of Article 3.11.The insect control program shall include slugs and snails and advance preventive spraying for twig borers. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.

E. After Owner approval, apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases or treat cuts on exposed surfaces of trees for disease and pest control on turf and trees.

3.8 GENERAL CLEAN UP

A. Contractor shall dispose off the property of waste materials or refuse from his operations except where agreement is reached with Owner.

B. Plant growth shall be prevented in cracks in walks and paved areas, expansion joints, and curb joints.

C. Leaves, pine needles, papers, grass clippings, or other debris shall be removed in accordance with the Schedule of Article 3.11 as noted under Litter Pickup.

D. Litter pickup shall include all debris and litter occurring within the limits of right-of-way. Litter pickup and trash can content removal shall be in accordance with Schedule of Article 3.11, under Litter Pickup.

E. Mulch beds shall be cleaned of all debris and litter. Mulch that has been scattered outside of mulch bed or has been washed outside of mulch bed by rain shall be removed so that the areas around mulch beds are always clean and neat.

F. Cleanup shall include removal of all trash from on-site containers. Contractor shall supply trash can liners.

3.9 SCHEDULE

A. The Contractor shall provide the Owner with a written schedule on the first day of each month detailing all work to be performed for that month.

B. All work under this Section shall be performed in accordance with the attached Schedule of Article 3.11.

3.10 GUARANTY AND REPLACEMENT

A. Guaranty: Plants shall be guaranteed for a period of one year from the date of written acceptance and shall be alive and in satisfactory growth at the end of the guaranty period. Plants damaged or killed as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operation or occupancy of building are not covered by the guaranty. Where Contractor sees any such damage, he shall list item and location and report to the Owner.

B. Replacement: At any time during the establishment period, any dead plant shall be replaced within 2 weeks of Owner’s Representative request. At the end of the one year establishment period, any plant that is dead; or 50% or more of the main branch structure dead; or not in satisfactory growth as determined by the Owner’s Representative shall be removed from the site and shall be replaced as soon as normal conditions for planting permit. Plants which die at no fault to the Contractor shall be replaced at a price and size agreed on by the Owner and Contractor prior to the replacement.

3.11 SCHEDULE

A. As shown on following table.

3.11 SCHEDULE

OPERATION	FREQUENCY												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Prune Trees	1	1									1		3
Pre-Emergent Herbicide			1			1			1			1	4
Tree Deep Fertilization		1							1				2
Turf Mowing – excluding Detention Ponds	1	1	2	2	2	2	2	2	2	2	1	1	20
Turf Mowing - Detention Ponds	0	0	1	1	1	1	1	1	1	1	0	0	8
Turf / Soil Amendments			1						1				2
Turf Fertilization			1			1			1			1	4
Weed Tree Dishes	2	2	4	4	4	4	4	4	4	4	2	2	40
Mulch/Aerate	1			1					1				3
Sucker Removal				1	1	1	1	1					5
Insect Control			1		1		1		1		1		5
Litter Pickup	2	2	4	4	4	4	4	4	4	4	2	2	40
Disease Control			1		1		1		1		1		5
Edging	2	2	4	4	4	4	4	4	4	4	2	2	40
Tree Watering	4	4	5	4	5	4	4	4	4	5	4	5	52

END OF SECTION 32 01 90

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Driveways.
2. Roadways.
3. Parking lots.
4. Curbs and gutters.
5. Walks.

B. Related Sections:

1. Division 03 Section Cast-in-Place Concrete for general building applications of concrete.
2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

C. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

D. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:

1. Exposed Aggregate: 10-lb Sample of each mix.
2. Wheel Stops: 6 inches long showing cross section; with fasteners.

E. Other Action Submittals:

1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

F. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

G. Material Test Reports: For each of the following:

1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity

H. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.

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

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.

E. ACI Publications: Comply with ACI 301 unless otherwise indicated.

F. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and concrete paving construction practices.

2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete paving subcontractor.
e. Manufacturer's representative of stamped concrete paving system used for detectable warnings.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 55 deg F for water-based materials, and not exceeding 95 deg F

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Recycled Content: Provide steel reinforcement with an average recycled content of steel so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn, or galvanized-steel wire into flat sheets.

C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.

D. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.

E. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.

G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.

H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.

I. Plain-Steel Wire: ASTM A 82/A 82M, as drawn or galvanized

J. Deformed-Steel Wire: ASTM A 496/A 496M.

K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain.

L. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bar[; zinc coated (galvanized) after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.

M. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars.

N. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

O. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

P. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

Q. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

R. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150, gray portland cement Type I, Supplement with the following:

   a. Fly Ash: ASTM C 618, Class C

B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials

1. Maximum Coarse-Aggregate Size: **1-1/2 inches** nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

F. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable,free of carbon black, nonfading, and resistant to lime and other alkalis.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. ChemMasters.
b. Davis Colors.
c. Dayton Superior Corporation.
d. Elementis Pigments.
e. Hoover Color Corporation.
f. Lambert Corporation.
g. LANXESS Corporation.
h. QC Construction Products.
i. Scofield, L. M. Company.
j. Solomon Colors, Inc.
k. Stampcrete International, Ltd.
l. SureCrete Design Products.

2. Color: As selected by Architect from manufacturer's full range

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry or cotton mats

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

C. Water: Potable.

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

1. Products: Subject to compliance with requirements,available products that may be incorporated into the Work include, but are not limited to, the following:

a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
b. BASF Construction Chemicals, LLC; Confilm.

c. ChemMasters; Spray-Film.
d. Conspec by Dayton Superior; Aquafilm.
e. Dayton Superior Corporation; Sure Film (J-74).
f. Edoco by Dayton Superior; BurkeFilm.
g. Euclid Chemical Company (The), an RPM company; Eucobar.
h. Kaufman Products, Inc.; VaporAid.
i. Lambert Corporation; LAMBCO Skin.
j. L&M Construction Chemicals, Inc.; E-CON.
k. Meadows, W. R., Inc.; EVAPRE.
l. Metalcrete Industries; Waterhold.
m. Nox-Crete Products Group; MONOFILM.
n. Sika Corporation, Inc.; SikaFilm.
o. SpecChem, LLC; Spec Film.
p. Symons by Dayton Superior; Finishing Aid.
q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
r. Unitex; PRO-FILM.
s. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.

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

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.6 PAVEMENT MARKINGS

A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248,Type F; colors complying with FS TT-P-1952.

1. Color: As indicated

B. Pavement-Marking Paint: MPI #32 Alkyd Traffic Marking Paint.

1. Color: As indicated

C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes.

1. Color: As indicated

D. Pavement-Marking Paint: MPI #97 Latex Traffic Marking Paint.

1. Color: As indicated

2.7 WHEEL STOPS

A. Wheel Stops: Precast, air-entrained concrete, 2500-psi minimum compressive strength, 6 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.

1. Dowels: Galvanized steel, 3/4 inch in diameter, 10-inch minimum length.

2.8 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 3500 psi
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45
3. Slump Limit: 5 inches plus or minus 1 inch (25 mm).

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content conforming to ASTM C260.

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

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

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.

3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

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

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Provide tie bars at sides of paving strips where indicated.
3. Butt Joints: Use bonding agent or epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals indicated on plan.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows[, to match jointing of existing adjacent concrete paving]:

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

    a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.

2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation[**, steel reinforcement,**] and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface[**and steel reinforcement**] before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies[**, reinforcement,**] or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating [**reinforcement**] [**dowels**] [**and**] joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

M. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms**[, steel reinforcement,]** and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

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

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Owner’s testing may include the following.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day.

a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Coordinate with Owner’s Testing Laboratory.

3.12 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.
2. Hot-applied joint sealants.

B. Related Sections:

1. Division 07 Section "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.
2. Division 32 Section "Asphalt Paving" for constructing joints between concrete and asphalt pavement.
3. Division 32 Section "Concrete Paving" for constructing joints in concrete pavement.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, Samples of materials that will contact or affect joint sealants.

1. Use ASTM C 1087 manufacturer's standard test method to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit no fewer than eight <Insert number> pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint-preparation data that are based on previous testing, not older than 24 months, of sealant products for compatibility with and adhesion to joint substrates and other materials matching those submitted.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Pavement-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

D. Product Certificates: For each type of joint sealant and accessory, from manufacturer.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for joint sealants.

F. Preconstruction Compatibility and Adhesion Test Reports: From joint-sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility with and adhesion to joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each type of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

B. Colors of Exposed Joint Sealants: Match Architect's samples.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single-Component, Nonsag, Silicone Joint Sealant for Concrete: ASTM D 5893, Type NS.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; RoadSaver Silicone.
b. Dow Corning Corporation; 888.
c. Pecora Corporation; 301 NS.

B. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: ASTM D 5893, Type SL.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; RoadSaver Silicone SL.
b. Dow Corning Corporation; 890-SL.
c. Pecora Corporation; 300 SL.

C. Multicomponent, Pourable, Traffic-Grade, Urethane Joint Sealant for Concrete: ASTM C 920, Type M, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; Urexpan NR-200 or approved equal.

2.3 HOT-APPLIED JOINT SEALANTS

A. Hot-Applied, Single-Component Joint Sealant for Concrete: ASTM D 3406.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; Superseal 444/777 or approved equal.

B. Hot-Applied, Single-Component Joint Sealant for Concrete and Asphalt: ASTM D 6690, Types I, II, and III.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Meadows, W. R., Inc.; Sealtight 3405.
    b. Right Pointe; D-3405 Hot Applied Sealant.
    c. Or approved equal.

2.4 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

D. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install joint-sealant backings of kind indicated to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place joint sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING

A. Clean off excess joint sealant or sealant smears adjacent to joints as the Work progresses, by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.6 PAVEMENT-JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Joints within cement concrete pavement.

1. Joint Location:

a. Expansion and isolation joints in cast-in-place concrete pavement.
b. Contraction joints in cast-in-place concrete slabs.
c. Other joints as indicated.

2. Silicone Joint Sealant for Concrete: Follow manufacturer’s recommendations.
3. Urethane Joint Sealant for Concrete: Follow manufacturer’s recommendations.
4. Hot-Applied Joint Sealant for Concrete: Single component.

B. Joint-Sealant Application: Joints between cement concrete and asphalt pavement <PJS-#>.

1. Joint Location:

a. Joints between concrete and asphalt pavement.
b. Joints between concrete curbs and asphalt pavement.

2. Hot-Applied Joint Sealant for Concrete and Asphalt: Single component.

END OF SECTION 32 13 73

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Chain-link fences.
2. Gates: swing.

B. Supply all labor and material to supply and install 8 feet tall chain link security fencing at all campuses to encompass areas shown in plans.

C. Related Sections:

1. Division 03 Section "Cast-in-Place Concrete" for cast-in-place concrete post footings.
2. Division 26 Sections for electrical service and connections for motor operators, controls, limit and disconnect switches, and safety features and for system disconnect switches.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to **ASCE/SEI 7**

1. Minimum Post Size: As indicated on Drawings.

a. Wind Loads: 130 MPH.
b. Exposure Category: B.
c. Fence Height: 8 feet.
d. Material Group: IA, ASTM F 1043, Schedule 40 steel pipe.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

C. Product Certificates: For each type of chain-link fence and gate, from manufacturer.

D. Product Test Reports: For framing strength according to ASTM F 1043.

E. Operation and Maintenance Data: For the following to include in emergency, operation, and maintenance manuals:

1. Gate hardware.

F. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has installed chain–link fences and gates similar in material, design and extent to those indicated for this Project and whose work has resulted in a record of successful in–service performance.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:

1. Fabric Height: 8 feet.
2. Steel Wire Fabric: Wire with a diameter of 0.192 inch.

   a. Mesh Size: 2-1/8 inches.

b. Polymer-Coated Fabric: ASTM F 668, Class 2a over zinc-coated steel wire.

1) Color: Black, or as selected by Owner from standard colors, complying with ASTM F 934.

c. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.

2.2 FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:

1. Fence Height: 96 inches.
2. Light Industrial Strength: Material Group IC-L, round steel pipe, electric-resistance-welded pipe.

a. Line Post: 2.875 inches in diameter unless otherwise indicated.
b. End, Corner and Pull Post: 4.0 inches.

3. Horizontal Framework Members: top and bottom rails complying with ASTM F 1043.

a. Top Rail: 1.66 inches.

4. Brace Rails: Comply with ASTM F 1043.
5. Metallic Coating for Steel Framing:

a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M zinc coating per ASTM A 653/A 653M.

6. Polymer coating over metallic coating.

a. Color: Black, complying with ASTM F 934.

2.3 TENSION WIRE

A. Polymer-Coated Steel Wire: 0.177-inch- diameter, tension wire complying with ASTM F 1664, Class 2a over zinc-coated steel wire.

1. Color: Black, or as selected by Owner from standard colors, complying with ASTM F 934.

2.4 SWING GATES

A. General: Comply with ASTM F 900 for gate posts and single and double swing gate types.

1. Gate Leaf Width: 42-inches.
2. Gate Fabric Height: 96-inches.

B. Pipe and Tubing:

1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish same as fence framing.
2. Gate Posts: Round tubular steel.
3. Gate Frames and Bracing: Round tubular steel.

C. Frame Corner Construction: Assembled with corner fittings.

D. Hardware:

1. Hinges: 180-degree inward swing.
2. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.

2.5 FITTINGS

A. General: Comply with ASTM F 626.

B. Post Caps: Provide for each post.

1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: For each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.

E. Tension and Brace Bands: Pressed steel.

F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:

a. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

a. Polymer coating over metallic coating.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.7 KNOX BOX FOR GATE

A. Rapid Entry System (Fireman's Lock Box):

1. Fire Department Lock Box (main entry): Knox Company No.3200 surface mounted with mounting kit.

2. Provide a Knox Box at each sliding gate in parking/driveway areas.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

1. Install fencing on established boundary lines inside property line.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

D. Line Posts: Space line posts uniformly at 96 inches o.c.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Intermediate and Bottom Rails: Install and secure to posts with fittings.

I. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

1. Selvage: Knuckled at both selvages, double knuckle top and bottom.

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 323113

SECTION 32 31 16 – CANTILEVER SLIDING GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Manual operated, galvanized steel cantilever slide gates with enclosed galvanized steel track and hardware. No mesh infill required.

1.2 RELATED SECTIONS

A. Section 32 13 13 Concrete Paving

B. Section 03 30 00 Cast-In-Place Concrete

1.3 SUBMITTALS

A. Changes in specifications may not be made after the bid date.

B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.

C. Product Data: Manufacturer's catalog cuts indicating material compliance and specified options.

D. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.4 SPECIAL WARRANTY

A. Provide manufacturer's standard limited warranty covering cantilever slide gate and truck assembly against failure resulting from normal use for period of 5 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing internal roller cantilever slide gate will be acceptable by the architect as equal, if approved in writing, ten days prior to bidding, and if they meet all of the following specifications for design, size gauge of metal parts and fabrication.

B. Obtain fences and gates, including accessories, fittings, and fastenings, from a single source.

C. Approved Manufacturer: Anchor Fence/Master Halco Inc., Baltimore, MD (410) 676-2744

2.2 CANTILEVER SLIDE GATES

A. Gate frames: Fabricate cantilever slide gates in accordance with ASTM F 1083, Type II, Class 2, using 2 inch (50 mm) square galvanized steel members schedule 40, ASTM F 1083 galvanized steel. Weld members together forming rigid one-piece frame integral

with top track. Frame members to be square, straight and true to within (1mm) over a 40' span in an un-stressed state. Provide 2 truck assemblies for each gate leaf.

Gate Leaf Sizes	Cantilever Support (Overhang)
6 ft (1829 mm) to 10 ft (3048 mm)	6'-6" (1981 mm)
11 ft (3353 mm) to 14 ft (4267 mm)	7'-6" (2286 mm)
15 ft (4572 mm) to 22 ft (6706 mm)	10'-0" (3048 mm)

For gate leaf size 23' (7010 mm) to 30' (9144 mm), weld an additional 2" (50 mm) square lateral support rail adjacent to top horizontal rail. Bottom rail shall consist of 2" x 4" (50 mm x 100 mm) galvanized steel member.

Gate Leaf Sizes	Cantilever Support (Overhang)
23 ft (7010 mm) to 30 ft (9144 mm)	12'-0" (3657 mm)

B. Gate Frame Finish: Galvanized steel

No mesh required for sliding gates for this project unless noted on drawings.

C. Bracing: Provide diagonal adjustable length truss rods of 3/8" (9.5 mm) galvanized steel, in each panel of gate frames

D. Top track/rail: Enclosed combination one-piece track and rail, galvanized steel. Track to withstand reaction load of 2,000# (907.2 kg.)

E. Truck assembly: Swivel type, zinc die cast, with 4 sealed lubricant ballbearing rollers, 2 inches (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track. (no substitution) Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 1/2" (13 mm) shank. Truck assembly to withstand same reaction load as track, 2,000 # (907.2 kg.)

F. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.

G. Bottom guide wheel assemblies: Each assembly shall consist of two, 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guide post.

H. Gates posts:
1. For gates under 31'-0" (9449 mm): galvanized steel 4" (101.6 mm) OD schedule 40 pipe, ASTM F 1083, weighing 9.1 lb/ft (13.6 kg/m). Provide 1 latch post and 2 support posts for single slide gates and 4 support posts for double slide gates.
2. For gates 31'-0" (9449 mm) or larger; 2 pairs of support posts for each leaf (dual) 4" (100 mm) OD schedule 40 pipe), ASTM F 1083, weighing 9.1 lb/ft (13.6 kg/m) each. Posts connected by welding 6 inch x 3/8 inch (12.7 x 9.5 mm) plate between posts as shown on drawings. Also one 4" (100 mm) latch post.
   a. Finish to match fence.

2.3 SETTING MATERIALS

A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)

C. Ensure property lines and legal boundaries of work are clearly established.

3.2 CANTILEVER SLIDE GATE FRAMING INSTALLATION

A. Install gate posts in accordance with manufacturers instructions.

B. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6” (152 mm) inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36” (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

3.3 GATE INSTALLATION

A. Install gates plumb, lever, and secure for full opening without interference.

B. Attach hardware by means which will prevent unauthorized removal.

C. Adjust hardware for smooth operation.

3.4 CLEANING

A. Clean up debris and unused material, and remove from the site.

END OF SECTION 32 31 16

SECTION 32 31 19 – ORNAMENTAL METAL FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes addition of new ornamental steel fence and bi-parting sliding gates and swinging mangates, and modification and removal, storage, and re-installation of existing ornamental steel fence and rolling gates.

B. Related Section includes
1. Deadlock hardware and panic hardware on mangates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.

C. Samples: For each fence material and for each color specified.

1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for decorative metallic-coated steel tubular picket fences, including finish, indicating compliance with referenced standard.

PART 2 - PRODUCTS

2.1 STEEL AND IRON

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

B. Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.

C. Tubing: ASTM A 500, cold formed steel tubing.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, structural quality, Grade 50, with G90 coating.

E. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, with AZ60 coating.

2.2 COATING MATERIALS

A. Epoxy Zinc-Rich Primer for Steel: Complying with MPI #20 and compatible with coating specified to be applied over it.

B. Epoxy Primer for Galvanized Steel: Complying with MPI #101 and compatible with coating specified to be applied over it.

C. Epoxy Intermediate Coat: Complying with MPI #77 and compatible with primer and topcoat.

D. Polyurethane Topcoat: Complying with MPI #72 and compatible with undercoat.

2.3 MISCELLANEOUS MATERIALS

A. Concrete: Normal-weight concrete complying with requirements in Division 3 Section "Cast-in-Place Concrete" with a minimum 28-day compressive strength of 3000 psi, 3-inch slump, and 1-inch maximum aggregate size.

B. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107 and specifically recommended by manufacturer for exterior applications.

2.4 ORNAMENTAL STEEL FENCE

A. Ornamental Steel Fences: Fences made from steel tubing and shapes, hot-dip galvanized.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. A & T Iron Works, Inc.
b. Ametco Manufacturing Corporation.
c. BarnettBates Corporation.

B. Posts: Steel tubing – to match existing posts 3/16-inch wall thickness.

C. Post Caps: To match existing, formed from steel sheet and hot-dip galvanized after forming.

D. Rails:

1. Steel Tube Rails: Steel tubing to match existing 1/8-inch wall thickness.
2. Steel Channel Rails: Steel channels to match existing.

E. Pickets: Decorative steel bars of pattern and size to match existing, terminated to match existing.

1. Picket Spacing: 4 inches clear, maximum.

F. Fasteners: Stainless-steel carriage bolts and tamperproof nuts.

G. Fabrication: Assemble fences into sections by welding pickets to rails.

H. Galvanizing: Hot-dip galvanize to comply with ASTM A 123/A 123M.

1. Hot-dip galvanize rail and picket assemblies after fabrication.

I. Finish for Steel Items: Primed, High-performance coating.

1. Color: Black.

2.5 SWINGING GATES

A. General: Comply with ASTM F 1184 for gate posts and bi-parting sliding gate types.

1. Classification: Type II Cantilever Slide, Class 1 with external roller assemblies.

a. Gate Leaf Width: As indicated on Drawing.
b. Gate Height: To match existing.

B. Galvanized-Steel Frames and Bracing: Fabricate members to match existing rolling gates, formed from 0.108-inch nominal-thickness, metallic-coated steel sheet or formed from 0.105-inch nominal-thickness steel sheet and hot-dip galvanized after fabrication Pipe and Tubing:

1. Zinc-Coated Steel: Protective coating and finish to match fence framing.
2. Gate Frames and Bracing: To match existing.

C. Frame Corner Construction: Welded.

D. Hardware:

1. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
2. Hangers, roller assemblies, and stops fabricated to match existing.

2.6 METALLIC-COATED STEEL FINISHES

A. Galvanized Finish: Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

B. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a zinc-phosphate conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

C. Powder Coating: TGIC polyester powder-coat finish, with a minimum dry film thickness of 2 mils.

1. Color and Gloss: To match existing.

PART 3 - EXECUTION

3.1 ORNAMENTAL FENCE INSTALLATION

A. Install fences according to manufacturer's written instructions.

B. Install fences by setting posts as indicated and fastening **rails** to posts. Peen threads of bolts after assembly to prevent removal.

C. Post Excavation: Excavate holes to a diameter of not less than 4 times post size and a depth of not less than 24 inches plus 3 inches for each foot or fraction of a foot that fence height exceeds 4 feet.

D. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Hold posts in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
3. Posts Set in Concrete: Extend post to within 6 inches of specified excavation depth, but not closer than 3 inches to bottom of concrete.
4. Space posts uniformly as indicated on Drawing.

E. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

END OF SECTION 32 31 19

PART 1 - GENERAL

1.1 DESCRIPTION

A. Conditions of the contract, supplementary conditions and division 1 apply to this section.

B. Refer to CM@R Proposal Instructions issued under separate cover for instructions on providing an ALLOWANCE for this scope of work.

C. Scope of Work:
1 New underground sprinklers for revised planting bed areas indicated on Drawings under Alternate No. 4 for Highlands ES and Goodman ES.

D. Related Work:
1 Division 31, Earthwork
2 32 91 19, Landscape Grading
3 32 01 90, Operations and Maintenance of Planting
4 32 90 00, Planting

1.2 SUBMITTALS

A. Provide all submittals in accordance with Section 01 33 00 – Submittal Procedures.

B. Submit shop drawings for the irrigation system. Include actual field measurements, piping layout and details illustrating location and types of sprinkler heads, valves, control systems and wiring, and list of fittings.

C. Submit the following equipment samples:
1 Valves, and valve access boxes, PVB
2 Complete brass faucet & ball valve

D. Approved equipment samples will be returned to Contractor and may be used in the work.

1.3 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies: Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work, and provide for all inspections and permits required by Federal, State and Local authorities in furnishing, transporting and installing materials. Contractor shall be a Licensed Irrigator in the State of Texas, with all rights and privileges to perform work therein and have the minimum of five (5) years experience performing said work.

B. All materials shall be subject to inspection and approval by Owner upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work.

C. Substitutions of materials will not be permitted unless authorized in writing by Owner.

D. Furnish standard products in manufacturers' standard containers bearing original labels showing quantity, analysis and name of manufacturer.

E. Store products with protection from weather or other conditions which would damage or impair the effectiveness of the product.

F. The Plans and Specifications are intended to be complimentary, and anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In the event of conflict between the Drawings and Specifications, it shall be brought to the attention of the Landscape Architect immediately for clarification. Large detailed drawings shall take precedence over smaller scaled drawings.

G. Deviations from the Plans and dimensions therein given, whether or not error is believed to exist, shall be made only after authority is obtained from the Architect in writing.

H. The Architect may interpret or construe the Plans and Specifications so as to secure in all cases, the most substantial and complete performance of the work as is consistent with the needs and requirements of the work, and of that question, the Architect shall be the sole judge.

I. The completed system shall be fully functional and operate as indicated in the drawings & specifications.

J. Items required for preparation but identified in these contract documents shall be provided at no additional cost to the Owner.

1.4 FINAL ACCEPTANCE

A. When the Contractor is completely finished with all the work, all systems are in good operating conditions, trenches compacted and graded level, contact Owner (48 hours notice) for a final inspection. Punch list items, if any, will be faxed to the Contractor in 24 hours.

B. Work under this section will be accepted by the owner upon satisfactory completion of all work. Upon final acceptance, the Owner will assume responsibility for maintenance of the work.

1.5 PROJECT CONDITIONS

A. Verify with General Contractor any or all known underground and surface utility lines.

B. Protect existing trees, plants, lawns, and other features designated to remain as part of the final landscape work. Hand trench areas within 15' from trees with 10” caliper or larger.

C. Promptly repair damage to adjacent facilities caused by irrigation system work operations. Cost of repairs at Contractor's expense.

D. Promptly notify the Architect of unexpected sub-surface conditions.

E. Full coverage of all areas indicated on the plans will be required.

PART 2 - MATERIALS

2.1 MANUFACTURERS

A. The following manufacturers are acceptable provided proposed products meet or exceed all specified requirements.
   1. Rain Bird Sprinkler Mfg. Co., Glendora, CA.
   2. Hunter, San Marcos, CA

B. Associated equipment:
   1 Brass Pressure Vacuum Breaker (1”) shall be made by FEBCO or Rain Bird, weight as per city requirements, winter insulated by Contractor or approved equal.
   2 Brass Gate Valve (1”) by FEBCO or approved equal.
   3 Brass Faucet (hose bib, staked as specified)
   4 Ball Valve at Faucet
   5 Plastic box 9” x 12” with a green lid. Stabilize base with (4) solid bricks.

C. Plastic pipe, fittings, and connections:
   1 Polyvinyl chloride pipe: ASTM D2241, rigid, schedule 40 PVC, extruded from virgin parent material. Provide homogeneous pipe throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents.

D. PVC pipe fittings: ASTM D2241 schedule 40 PVC molded fittings suitable for solvent weld, slip joint ring tight seal, or screwed connections. Fittings made of other materials are not permitted.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Layout and stake all head locations and all valve / box locations. Obtain Architect's acceptance of layout prior to excavating.

B. Coordinate placement of sleeves with General Contractor as indicated for installation of piping.

C. This Contractor shall coordinate and/or install all power and utility connections required for proper operation of the system.

3.3 INSTALLATION

A. Excavating and backfilling:
1 Excavation shall include all materials encountered, except materials that cannot be excavated by normal mechanical means.
a. Rock excavation: Submit a unit cost per foot of trench for rock excavation. Include in price additional backfill materials required to replace excavated rock.
2 Excavate trenches of sufficient depth and width to permit proper handling and installation of pipe and fittings.
3 If pulling method is used, the pipe “plow” shall be a vibratory type. Starting and finishing holes for pipe pulling shall not exceed a 1'-0” by 3'-0”
4 Excavate to depths required to provide 2” depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
5 Fill to match adjacent grade elevations and then place and compact fill in layers not greater than 6” depth adding water to remove all air pockets.
6 Install irrigation lines with a minimum cover of 12” based on finished grades.
7 Excavate trenches and install piping and partially fill during the same working day. Do not leave open trenches or partially filled trenches open over night for safety of surrounding neighborhood and students without flagging and / or barricading.

B. Plastic pipe; Fittings and Accessories:
1 Install plastic pipe in accordance with manufacturer's installation instructions. Provide for thermal expansion and contraction by “snaking” the pipe from side to side.
2 Make plastic to metal joints with plastic male adapters
3 Make two (2) part cleaner and glue, weld joints in accordance with manufacturer's recommendations.
4 Allow joints to set at least 24 hours before pressure is applied to the system.
5 Provide concrete thrust blocks at all angles of the Main Line (see details).
6 Install ball valve and brass faucet staked with 3/4” steel rebar and secured with plastic electrical ties.
7 Install additional “Tee” extended 3” and capped for future use.
8 Install PVB and accessories as shown or required to complete the system.
9 Install in-ground gate valve at P.V.B. in a 6” valve access box.

C. Sleeves:
1 Provide new 4” sch. 40 PVC for all locations.

D. Flushing, Testing, and Adjustment:
1 After sprinkler piping is installed and before quick couplers are installed, open control vales and flush out the system with full head of water.
2 Perform system testing, as per City, upon completion of each section. Make necessary repairs and retest repaired sections as required.

3.4 DISPOSAL OF WASTE MATERIALS / CLEAN-UP

A. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials, rock, trash, and debris.

B. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.

3.5 ACCEPTANCE

A. Test and demonstrate to the Landscape Architect and Owner the satisfactory operation of the system free of leaks.

B. Instruct the Owner's designated personnel, if needed, in the operation of the system.

END OF SECTION 32 84 23

SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

A. Work under this section shall include the performance and completion of planting work indicated on the drawings and specified herein. It includes but is not limited to the following:

1. Soil amendments and mulch over existing planting and lawn areas.
2. Soil preparation and planting backfill, for Contractor provided planting.
3. Plants and planting operations including trees, groundcover and associated plant materials.
4. Decomposed crushed granite for walkways.
5. Protection and maintenance of existing plant materials during construction operations.

B. Related Work Specified Elsewhere:

1. Division 31, Earthwork
2. 32 92 13, Hydro-Mulching
3. 32 91 19, Landscape Grading
4. 32 01 90, Operations and Maintenance of Planting
5. 32 92 00, Sod

1.3 SUBMITTALS

A. Submittals required for the Contractor to provide to the Owner's Representative:

1. Proposed work schedules within ten (10) days after the Notice to Proceed.
2. Documentation within thirty (30) days of first Payment Request that plant and turf materials have been located and ordered.
3. *Purchase Orders of plant materials must be presented at time of installation to Landscape Architect prior to installation of materials.*
4. Letter stating the intended plant material is suited for its intended purpose and is disease free and suited for planting during the season work is being performed – signed by material supplier.
5. PDF copies of photographs of representative sample of each plant material type to be provided for the project are to be submitted for review prior to ordering materials. Each photograph is to be labeled to identify the material and its source nursery. Review and approval of photographs does not preclude rejection of materials once arrived at site if found to not meet specifications. Plant materials will not be accepted on site without this initial photograph submittal.
6. Samples and analysis of materials: Submit a 1 qt. sample of topsoil, 1 qt. sample of compost, 1 qt. sample of shredded mulch in a Ziploc or sealable baggie with a label indicating the supplier of the material. Supplier name, address and phone number of a

contact shall be clearly indicated on the label. Samples without labels will be returned without review. Suppliers of the compost shall include a copy of their most recent soil biology test results indicating the soil to be aerobic and in a viable condition. Samples must be submitted for approval prior to ordering.

7. Submit in writing the names of organic weed killers and method of application intended for use.

8. Submit sample and certified analysis of fertilizers to the Owner's representative prior to delivery.

9. For standard products, manufacturer's analysis will be acceptable with labels indicating source and composition of material. Materials may be analyzed by a licensed laboratory in accordance with the current method of the Association of Agricultural Chemists.

10. Certificates of Inspection by the County or State Agriculture Inspector or verification by producing shipping invoices indicating the plants were grown by a licensed nursery, are to be submitted at time of inspection to the Owner's representative.

11. Submit manufacturer's label on all organic materials, for pest, disease and weed control.

12. Submit maintenance instructions for the plants installed including water requirements, fertilization schedule, and other related maintenance items.

13. Material submittals shall be made as required and noted below in section 2.3 below.

1.4 STANDARDS

A. Botanical plant names used on the drawings conform to the most recent nomenclature authorities available including Hortus Third, Liberty Hyde Bailey Hortorium, 1977.

B. The following documents, used as standards are to be a part of these specifications: American Joint Committee on Horticultural Nomenclature "Standardized Plant Names" and the American Associations of Nurserymen, Inc. "American Standard for Nursery Stock" (latest edition).

1.5 REVIEW AND APPROVAL OF MATERIALS

A. Written request for required reviews of plant materials once delivered to the site and work by Owner's representative must be received ten (10) days prior to the anticipated review.

B. Review: All materials shall be reviewed and approved by the Owner's representative by photograph labeled indicating species, size, form and representation of the quality of the above ground growth. Such approval does not alter the Owner representative's right of review and rejection of materials upon delivery to the project site or during progress of the work for improper shipment, incorrect ball specification, or physical damage caused in handling and storage. On site rejected materials shall be immediately removed from the site. For the site review of plant materials:

1. The plants shall be clearly labeled as to genus, species and variety with a weatherproof label attached to not restrict growth.

2. The Contractor shall assemble plants grouped to conform to plant list on the drawings, with separation between species of variety groups to allow reasonable access for viewing and inspection of plants.

3. The Owner's representative reserves the right to require root ball washing of two percent (2%) of materials to inspect root girdling or root bound conditions. If 2% are unsatisfactory, the entire lot shall be rejected. Rejected plants shall be removed immediately from the site and replaced with acceptable material. No placing or planting shall be done until the Owner's representative has approved plants for quality.

C. Plants are also subject to inspection by the Owner's representative upon delivery and during the progress of work.

D. Owner's representative shall review the work after planting operations are complete for establishing the maintenance period covered under this contract.

E. Owner's representative shall review the work for final acceptance.

F. Material testing: The Contractor shall pay the cost of testing materials not meeting specifications.

1.6 PROTECTION AND HANDLING OF PLANTS

A. Insofar as is practicable, plant materials should be planted on the day of delivery to the site. In the event that this is not possible, the Contractor shall protect that stock not planted.

1. Container grown plants shall remain in their container until ready to be set in their plant pit.

a. Plants shall not be bound with wire, rope or other materials in a manner which damages the bark, break branches, or destroy the shape of the plant. All plants shall be watered as necessary until planted.

B. Guarantees: Plant materials shall be guaranteed by the contractor to be in vigorous growing conditions from the date of final acceptance of the completed project by the Owner or from a date seven days after certification by the Owner's representative that the project is complete, whichever comes first, for a period as follows: One year for all shrubs and one year for all trees.

1. Materials and workmanship include a one-year guarantee excluding traditional acts of nature and lack of Owner's maintenance.

C. Replacements: After thirty (30) days from Substantial Completion the site will be reviewed by Owner's Representative and any materials to be replaced under the guarantee are to be identified and Contractor shall provide replacement. Also, prior to the end of the one-year guarantee period if a plant is found to be dead, it shall be replaced by the Contractor within one week of the date requested by the Owner's representative.

1. All replacement plants shall be of the same kind, size and quality as originally specified.

2. Replacement shall be at the Contractor's expense except for those required because of damage by vandals, animals, fire, neglect by the Owner, or other causes not attributable to the Contractor's neglect.

D. Personnel: Planting shall be performed by experienced workmen familiar with planting procedures and under the supervision of a qualified planting foreman. The planting foreman shall be on the job site whenever planting is in progress.

1.7 IN THE EVENT OF A DROUGHT

A. If the City of Houston is experiencing a drought and watering restrictions have been set in place by the City of Houston, the Contractor shall NOT proceed with providing and/or installing plant materials including trees, shrubs, groundcover and sod without FIRST contacting the Architect to request additional information on how to proceed. Proceeding without first obtaining direction from the Architect indicates that the Contractor assumes all liability and responsibility for the plant materials installed and replacement of dead materials due to lack of watering will be the sole responsibility of the Contractor.

1.8 ONE YEAR MAINTENANCE

A. Maintenance covered under this contract shall begin immediately after each plant is planted and shall be continued to be maintained for 360 calendar days after Substantial Completion for the

landscaping and irrigation system is determined and plants are accepted in vigorous thriving condition. Contractor's work will be accepted only when it is in a fully completed, in undamaged condition with ALL the Architect's and Consultants' final review punch list items completed. Until such time the Contractor will not be considered to have begun the 360 days of maintenance and the Contractor shall have full responsibility and ownership of all materials, workmanship and maintenance related to the Work.

B. Maintenance activities include watering, weeding, cultivating, mulching, adjusting of stakes, removal of dead materials, resetting plants to proper grades or upright positions, restoration of the planting saucer and any other procedure consistent with good horticultural practice including but not limited to:

1. Water all planting as necessary; quantity applied at any one time shall be sufficient to penetrate the soil to a minimum depth of three inches.

2. Weeding: Keep all planting areas free from weeds and undesirable grasses.

C. Refer to Section 32 01 90 Operation and Maintenance of Planting and Section 32 80 00 Irrigation for additional maintenance requirements and maintenance schedule.

PART 2 - MATERIALS

2.1 PLANT QUANTITIES

A. The Contractor shall supply plant materials in the quantities necessary to complete the Work as shown on the drawings. Quantities of sod and plant materials, as indicated on plans and in the plant list are approximate only. These materials shall be provided in quantities sufficient to properly plant the designated areas at the spacing indicated on the drawings.

B. Plants specified on drawings are available from, but not limited to:

1. Tree Source Wholesale Nursery, 6220 Elm Street, Tel. no. 713-667-5700.

2. Newton Nurseries, Inc., 1261 Brittmore Rd., Tel. no. 713-365-9917.

3. Magnolia Gardens Nursery, 1980 Bowler Road, Waller, TX, Tel. no. 800-931-9555.

4. Mata Turf Inc., 10116 F.M.443, Shiner, TX., Tel. no. 713-896-9532.

5. Montellaro's Nursery, Tel. no. 210-655-2192.

6. Native Texas Nursery, Tel. no. 877-962-8483.

7. Treesearch Farms, Tel. no. 713-937-9811.

C. GC shall provide written notice to Owner's Representative if specified materials are not available from local or national nurseries prior to start of work. If materials are available at time of Notice to Proceed being issued, but may be unavailable at time of planting, GC will be required to pay for materials in advance and store and maintain materials until the scheduled planting date.

2.2 PLANT QUALITY

A. All plants shall be sound, healthy specimens typical of their species with well-formed tops and roots and shall be free from injurious insects, insect eggs, or larvae, diseases, serious injuries to the bark, root or foliage, broken branches, or any other disfigurement.

1. All plants are to be container grown unless otherwise noted. Container grown plants shall be of a reasonable age and state of development for the size container specified. Plants shall have been growing in their container long enough to have developed a good sound root system capable of holding the entire soil mass intact after removal from

the container, but not so long as to have become pot bound. All container grown nursery stock shall be healthy, vigorous, well-rooted, and established in the container in which was growing. Container grown nursery stock shall have a well-established root system reaching the sides of the container to maintain a firm ball when the container is removed but shall not have excessive root growth encircling the inside of the container.

2. Minimum acceptable tree Height-Caliper relationship:

Container	Height	Spread	Caliper at 1'-0" Above Root Cap	Branch Height
15 Gal	6' - 8'	2.5'-3'	1.25"–1.5"	3'-4'
30 Gal	8' –10'	4' -5'	2" –2.5"	4'-5'
45 Gal	10'-12'	5' -6'	2.5" -3"	5'+
65 Gal	12'-14'	6' -7'	3" -3.5"	5'+
95 Gal - 100 Gal	14'-16'	7' -8'	4" -4.5"	5'+

3. Plants with broken, pruned or multiple leaders shall not be acceptable.

4. Trees are to have trunks free from all cuts and scratches.

2.3 MATERIALS

A. Topsoil:

1. Imported topsoil shall be clean, fertile, friable, sandy loam soil capable of supporting plantings in a thriving condition. Worn out soil from rice farming that is contaminated with agricultural chemicals and salts, and full of weed seeds will NOT be accepted. Soils that contain more than 50% clay particle size 0.002, have rocks, debris or clods that will not pass a 1" screen, show signs that they were stripped form weed infested sites, or show appreciable amounts of subsoil with no organic matter shall not be delivered to the site. Submit a one-quart sample indicating source in writing on label for approval.

2. Existing soil: Existing soil shall be tested and modified at Contractor's expense if requested for use on site and shall be modified to provide a pH no less than 6 and no greater than 8. Provide Albrecht Soil Test and provide results and recommendations to correct imbalances to Landscape Architect for approval prior to proceeding with use of existing soil.

B. Compost: Shall be well decomposed, stable, weed free organic matter. Shall consist of very organic aerobically composted humus containing manures, leaves, bark fines, rice hulls, and other valuable organic components. Materials are to be fully composted under sustained temperatures to 165 degrees F, have high nutrient value, free of weeds, weed seeds, and insect pests. It shall contain no substances toxic to plants and shall be reasonably free (<1% by dry weight) of man-made foreign matter. The compost will possess no objectionable odors, shall not resemble the raw material from which it was derived, shall be a color that matches a 70% cocoa dark chocolate candy bar – the color is an indication of aerobic content in the compost and helps to avoid compost that has been burned and brought into an anaerobic state.

1. For acid loving plants, provide only compost that has not received the addition of liming agents or ash by-products.

2. Compost containing available nutrients for plant materials and lawn areas must be provided; the use of unstable or immature compost will not be approved.

3. Compost shall have pH within a range of 5.5 – 8.0. Care shall be given when using compost possessing a basic pH >7 near acid loving plants. A pH adjustment of the finished soil/compost mix may be necessary.

4. Compost is available from (but not limited to) Nature's Way Resources, telephone number 1-936-321-6990. Submit sample with written label indicating source and

confirming composition.

C. Commercial Fertilizer and Root Stimulant: All commercial fertilizer and root stimulant shall be organic and conform to all state fertilizer laws, delivered in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials are available from but not limited to San Jacinto Environmental Supplies, Tel.no. 713-957-0909. Use the following fertilizers in the different areas noted below:

1. Tree installations:
   a. 4 oz. of Rhizanova Tree Transplant material blended with 32 oz of MicroLife Ultimate 8-4-6 Plant Fertilizer for each tree.
2. Groundcover Areas:
   a. MicroLife 6-2-4 Plant Fertilizer applied at 40 lbs. per 1,000sf.
3. Existing Sod Areas:
   a. Granular Humates Plus Soil Amendment to be applied at a rate of 10lbs per 1,000sf.
   b. MicroLife 6-2-4 Plant Fertilizer to be applied at a rate of 20 lbs. per 1,000sf.
4. Plant stimulant for All provided sod, hydro-mulch areas, trees and shrub planting areas – including on-site transplanted materials: Water all plants in well with Super Seaweed Biostimulate and thoroughly drench root mass at time of installation of plants and sod.
5. Compost tea for all landscape planting bed areas must be made after the hydro-mulch and planting beds are installed, a maximum of three (3) days after a rain event in order to be most effective. It is recommended that spraying be provided by Bill Wyatt with Grace Outdoor, tel. no. 281-543-9814. Other installers may be available if they are submitted by the Contractor for approval prior to their acceptance.

D. Plant Pit Backfill Mix:

1. For trees and shrub planting beds:
   a. Nature's Way Resources blended compost/top soil/washed sand mix or pre-approved equal. Nature's Way telephone number is 1-936-321-6990.
   b. Granular Humates Plus Soil Amendment applied 10lbs per 1,000sf. Granular Humates Plus is available from but not limited to San Jacinto Environmental Supplies, Tel.no. 713-957-0909.

E. Weed Control: Provide Organic Post- emergent Herbicide during Preparations of all planting beds, tree wells and sod areas: Use Black Jack 21 or pre-approved equal to remove existing weeds prior to preparing planting beds and tree wells. Post-emergent herbicide must be applied in a manner that will not damage other plant materials that are not weeds. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during applications of post-emergent herbicides at no additional cost to Owner.

1. Black Jack is available from but not limited to: San Jacinto Environmental Supplies, 2221 West 34th St., Tel.no. 713-957-0909

F. Insecticide for Zoysia lawn areas only

1. Eco SMART Insecticide per manufacturer instructions.

G. Gypsum for all planting and lawn areas:

1. Apply at rate of 40lbs./1,000 sf.

H. Disease and Insect Control: Organic Insecticides and Pesticides are to be applied on an as needed basis only and are not a part of regularly scheduled maintenance tasks. When

insecticides or pesticides are provided they must be applied in a manner that will not damage other plant materials that are not being treated. Primary form of insect and pest management should be organic controls unless determined to be ineffective or impractical. If organic controls cannot be used, chemical controls are to comply with applicable laws governing their use and are to be used with Contractor's care to read and follow all labels and instructions – ONLY IF PRE-APPROVED by Landscape Architect.

1. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during applications of insecticides or pesticides at no additional cost to Owner.

I. Mulch for general planting shall be Native Double Shredded Cedar Mulch: A 2" coverage depth is to be applied on all planting beds and tree rings. DO NOT MOUND THE MULCH IN THE TREE RING AND DO NOT APPLY MULCH AT THE BASE OF THE TREE TRUNKS. Mulch shall not cover tree root flairs or leaves and branches of shrubs. Cedar oil shall be present within the shredded mulch. Submit sample with written label indicating source and confirming oils to be present. Available from (but not limited to) Living Earth Technology, telephone number 281-579-1472.

J. Green sand: Sand rich in iron, potassium, calcium and dozens of other minor and trace elements required for healthy plants. Available from (but not limited to) Nature's Way Resources. Nature's Way telephone number is 1-936-321-6990. Submit sample with written label indicating source and confirming composition.

K. Sharp sand: Shall consist of clean, washed sand, fine to course sizes meeting the requirements of ASTM C33. Submit sample with written label indicating source. Sharp sand may be used in backfill operations for decomposed granite pathways and at edging locations for Tempark, but NOT in planting bed backfill mix.

L. Tree Staking Materials: Contractor shall use staking materials necessary to meet requirements of specifications, subject to approval. Stakes shall be below grade tree stabilizing system as provided by Tree Staple, Inc. or pre-approved equal. Plant Schedule has 4 inch caliper trees specified. Model TS36-10-10 or TS42-12-12 may be required. The proper size Tree Staple shall be selected by measuring the depth of the root ball and adding 12 inches. The determined length should equal the long prong of the Tree Staple device. If necessary, round up to the next size. Provide tree staples for transplanted trees. Field verify the caliper sizes of the trees to ensure appropriate tree staples are provided for transplanted trees. Tree Staple, Inc. telephone number is 1-877-TREES-49. Submit manufacturer installation instructions for approval prior to ordering.

M. Provide Polyspun XL Soil Separator below areas to receive decomposed crushed granite. Install according to manufacturer instructions. Polyspun XL Soil Separator is available from but not limited to San Jacinto Environmental Supplies, telephone number 713-957-0909.

N. Decomposed Granite at tree areas and pathways:

1. Materials shall be in compliance with ASTM C33, crushed stone or crushed gravel. Material shall be clean, hard, durable particles or fragments of ¼" minus fines, select brown/gray crushed granite, river rock or basalt. Fines shall be evenly mixed throughout the aggregate. Color to be selected by Architect prior to ordering.

2. The portion retained on the No. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77 and AASHTO T-90-81, respectively.

3. The crushed aggregate screening shall be free from clay lumps, vegetable matter, and deleterious material.

PART 3 - EXECUTION

3.1 SITE EXAMINATION

A. The Contractor shall make an examination of the site of the proposed work and completely familiarize himself with the nature and extent of the work to be encountered. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work which conditions or obstacles are readily apparent upon a visit to the site.

1. The Contractor shall notify the Owner's representative of any discrepancies between the plans and actual site condition.

2. It is required that commencement of planting operations be started only when irrigation system is completely functioning (automatically or manually).

3.2 PROTECTION OF EXISTING FACILITIES AND VEGETATION

A. The Contractor shall be held liable for the cost of repairing any damage inflicted by his operations to existing facilities (i.e., concrete curbs, sidewalks, etc.) and vegetation. The Contractor shall be responsible for the protection of foliage, trunk, branches, and roots of all existing trees, shrubs, groundcover and lawn areas designated to remain on project site.

B. Contractor shall provide maintenance during construction for existing lawn areas and plant materials. Refer to Section 32 01 90 for maintenance requirements.

3.3 TIME OF PLANTING

A. Planting operations shall be conducted under favorable weather conditions during the seasons that are normal for such work as determined by accepted practice in the locality.

3.4 LAYOUT AND EXCAVATION OF TREES AND PLANTING BED AREAS

A. Layout trees and planting beds in locations shown on drawings. Use wire stakes color-codes for each species of plant material. Stake location of each tree and outline of shrub beds prior to excavation for planting is begun. Notify Architect 3 business days in advance of date for desired review to obtain approval of tree locations and planting bed layouts. Do not proceed without obtaining written approval of locations and bed layouts. Proceeding without obtaining the required approval will likely result in requirements to relocate plants and trees; project delays resulting from requirements to relocate materials will be at the Contractor’s expense.

B. If underground obstructions are encountered notify the Landscape Architect as to whether an adjustment or change of location is possible within the design intent. In order to minimize conflict, secure and verify with the project owner exact locations of all underground utility lines and other structures.

3.5 SOIL PREPARATION OF PLANTING AREAS AND TREE PITS

A. Spray the planting bed areas and tree pits with BlackJack 21 weed killer to eliminate any established and/or encroaching grasses or weeds. Follow label instructions. Allow two weeks for complete results.

B. Spray for Fire Ants or detrimental insects with ONLY organic pesticides/insecticides ONLY if necessary. NOTIFY OWNER prior to proceeding with any applications in order to obtain approval for additional costs. Proceeding without obtaining approval in advance indicates that the Contractor is paying for these materials at NO ADDITIONAL COST TO OWNER.

C. Remove rocks, roots and debris and confirm weeds are dead and removed prior to proceeding

with planting bed and tree installation.

3.6 EXCAVATION

A. Contact utility companies for locations of lines prior to start of excavation.

B. Do not excavate tree pits more than 24 hours in advance of planting operations.

C. Test drainage of plant beds and tree pits by filling with water twice in succession. Conditions permitting the retention of water for more than 24 hours shall be brought to the attention of the Owner's representative.

D. If rock, hardpan, underground construction work, tree roots or other obstruction are encountered in the excavation of plant pits and beds, alternate locations may be selected by landscape Architect. Where locations cannot be changed, the Contractor shall submit cost estimate required to remove obstructions to a depth of not less than 12" below the required pit or bed depth or for cost to provide under drains that shall connect to nearest storm drain.

3.7 PLANT MATERIALS HANDLING FOR PLANTING

A. Canned stock shall be removed carefully after cans have cut on two sides with approved cutter. Do not use spade to cut cans. Do not lift or handle container plants by tops, stems or trunk at any time.

1. Do not bind or handle any plant with wire or rope at any time so as damage bark or break branches. Lift and handle plants only from bottom of ball.

3.8 PLANTING BED AND TREE PIT BACKFILL INSTALLATION

A. Provide a 3” – 4” layer of well-rotted compost over the bed area and incorporate into the beds. Add a one to two inch layer of green sand to help loosen soil and promote good drainage.

B. Subsoil shall not be worked when moisture content is so great that excessive compaction will occur, nor when it is so dry that clods will not break readily. Water shall be applied, if necessary, to bring soil to an optimum moisture content for tilling and planting.

C. Rototill planting backfill mix all together to a depth of 8 to 12 inches below original grade until all particles are golf ball size or smaller.

D. Fill all shrub beds and tree pits with plant bed mix to finished grade (compacted) plus two inches.

E. Excavate in planting mix for individual plant and install as required. Set plants plumb and brace rigidly in position until planting soil mix has been tamped solidly around the ball and roots.

F. Top of shrub rootballs shall be a maximum of two inches above finished grade and a minimum of 1 inch above finished grade. NO PLANT ROOT BALLS SHALL BE LOCATED AT GRADE OR BELOW GRADE.

G. Smooth planting areas to conform to specified grade after full settlement has occurred. Contractor shall bear final responsibility for proper drainage of planted areas.

H. Mulch all shrub beds with specified mulch, two inches in depth for top dressing. . Do not cover leaves or branches of shrubs. Do not cover tree root flares where trees are located within planting bed areas.

I. Water all plants immediately after planting. Spray with compost tea after planting installation is complete.

3.9 SETTING AND STAKING OF TREES

A. Gradually straighten the tree as the backfill is added.

B. Slice a shovel or spade around the backfill to settle the soil and remove air pockets. Break up heavy clay sods. Do not step firmly on the backfill which may cause excessive compaction.

C. Trees shall be set plumb and braced in position with Tree Staples. Tree Staples shall be installed (3) per tree and in accordance with the Installation Specifications as provided by the manufacturer.

D. The Contractor shall be responsible for materials remaining plumb and straight for all given conditions through the guarantee period.

3.10 SURFACE DRAINAGE and FRENCH DRAINS FOR PLANTING AREAS

A. The Contractor shall bear final responsibility for proper surface drainage of planted areas. Any discrepancy in the drawings or specifications, obstructions on the site, or prior work done by another party, which Contractor feels precludes establishing proper drainage shall be brought to the attention of the Owner's representative in writing for correction or relief of said responsibility.

B. The Contractor shall provide positive surface and or sub-surface drainage. For landscaped areas provide a 2% slope of planting beds if possible, or provide French Drain.

C. French drains: Contractor shall provide French drains consisting of a 4 inch diameter A.D.S. perforated polyethylene tubing by Advanced Drainage System, Inc. or approved equal, with sock filter, end caps and fittings as required for a complete installation.

1. French drain shall be installed where planting beds and lawn areas meet, in tree wells, planters or other areas contained by walks and/or paving, or in areas of planting that a 2% slope cannot be achieved due to site conditions. French drains shall be connected to the storm sewer system if possible.

3.11 PRUNING OF PLANT MATERIALS

A. Pruning containerized plants shall be done at the nurseries supplying the material, prior to shipping to the site and only after obtaining Landscape Architect’s written approval for proceeding with pruning procedures.

B. Pruning of trees once delivered to the site shall be limited to the minimum necessary to remove dead wood, suckers, injured twigs and branches, and to compensate for the loss of roots during the transplanting operations.

3.12 INSTALLATION OF DECOMPOSED GRANITE (DG) PAVING

A. Base Course (Prepared over Subgrade) Installation:

1. Surface Preparation: Do necessary final excavating and filling to prepare finished subgrade. Building up of subgrade under forms after they are in place will NOT be permitted. After forms are in place, test subgrade with template, reduce high spots to grade and raise low spots to grade with materials compacted in place by tamping.

2. Forms: Install adjacent paving or edging in lieu of forms, the full depth of decomposed granite area, and secure in place to hold firmly and grade as required.

3. Base Course: Construct a crushed 1/4” to 1/2” limestone base course (available from but not limited to Natural Earth Products Company, tel. no. 281-568-0800) layer to a depth of 2 inches (compacted). Do not haul over completed or partially completed work when subgrade is soft or there is tendency for Base Course to work down into existing

subgrade.

4. Compact Base Course with aid of water. Provide sufficient moisture to prevent segregation into pockets of fine and coarse material.

5. Cover Base Course with Soil Separator Fabric.

B. Decomposed Granite (DG):

1. Place the DG on the soil separator fabric.

2. Place DG in one layer of 3 inches thickness and rake smooth using a steel tine rake to desired grade and cross section. DO NOT APPLY DG DEEPER THAN 3 INCHES.

3. Water to achieve full depth moisture penetration. Watering is best accomplished using a garden hose with spray nozzle set to a coarse spray; pressure should not disturb leveled surface.

4. While DG is still moist, roll with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width), to achieve finish grade and initial compaction. Hand tamp edges around poles, and other objects. Uses a heavy (1 ton minimum) small rider, after having initially used the lawn roller, to obtain the desired final dense, smooth, uniform texture.

5. Landscape header or edging is to remain in place, secured to hold firmly to approved line and grade. After finished compacted surface has been achieved, finish adjacent shoulders by backfilling required grade and cross sections.

6. Final thickness of completed area shall not vary more than ½ inch from grades indicated on civil drawings. Correct any variations in the thickness beyond the allowable ½" by repeating the procedures listed above.

3.13 CLEAN-UP AND PLANT MATERIAL REVIEWS AND ACCEPTANCE

A. Clean-up: Clean up all areas as required for complete and acceptable inspection. All areas of the project must be free of any debris from the planting operations.

B. As planting operations are underway, all ropes, wires, empty containers, rocks, clods and all other debris shall be removed daily, and the project site shall be kept neat at all times.

C. Reviews: Contractor shall notify the Landscape Architect by written request for review of planting operations. This request shall be made to the Landscape Architect at least three business days prior to the anticipated review date.

D. Contractor shall receive written acceptance from the Landscape Architect in order to establish the start of the 360-calendar maintenance period.

END OF SECTION 32 90 00

SECTION 32 91 19 - LANDSCAPE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Includes:

1. Machinery Restrictions.
2. Excavation, filling and backfilling of onsite material AND compacted base material.
3. Subgrade preparations and spreading of topsoil.
4. Finished grading for planting beds and for edges of decomposed granite pathways where Permaloc Asphalt Edging is being provided.
5. Prevention of excessive weed growth in lawns.

B. Related Work Specified Elsewhere:

1. Division 31, Earthwork
2. 32 90 00, Planting
3. 32 92 13, Hydro-Mulching

1.2 GENERAL PROVISIONS

A. Finished grading shall be defined as placing and grading of additional soil that will be required to bring the grade to the required grades for lawns, shrubs, groundcover beds, and below decomposed granite pathway edges where Permaloc Asphalt Edging is being provided.

B. Additional fill materials shall generally be defined as topsoil as specified herein unless otherwise specified.

C. Where practicable and as directed, the use of heavy machinery shall be kept to a minimum.

PART 2 - MATERIALS

2.1 TOPSOIL

A. Topsoil material that will be required for finish grading operations shall conform to the requirements included within this section.

B. General Qualifications: Topsoil shall be considered as imported material conforming to the following minimum criteria.

1. Natural, friable, loamy soil, typical of local topsoil which produces heavy vegetative growth, free from subsoil, weeds, sods, stiff clay, stones larger than one (1) inch, toxic substances, debris, or other substances which may be harmful to plant growth. Do not deliver in muddy condition.
2. Acidity/Alkalinity: pH 6.0 to pH 7.5.

C. Grading Analysis: Two (2) inch sieve, 100% minimum passing. Number 4 sieve, 90 percent minimum passing. Number 10 sieve, 80 percent minimum passing.

1. Sand, silt, and clay content (from ASSHTO M146):
   a. Sand 20 to 75 percent
   b. Silt 10 to 60 percent

c. Clay 5 to 30 percent

2. All topsoil shall be free from all herbicides and insecticides which might adversely affect subsequent growth of turf or plantings or which might otherwise contain materials toxic to humans and pets.

D. Non-conforming Material: The Contractor shall not be permitted to use on-site material that does not conform to the above minimum criteria for fine grade operations. At the discretion of the owner, such material can either be amended to meet the minimum requirements or shall be removed from the site and replaced with suitable material as specified herein.

E. It shall be the Contractor's responsibility to verify that the existing topsoil conforms to these specifications. Topsoil determined to be non-conforming subsequent to the award of a contract shall not be means for extra compensation unless otherwise provided for herein.

2.2 SAND

A. Sand shall be "Sharp Sand" to A.S.T.M. C-33. Sample shall be submitted for approval. Sand shall not be permitted for fill purposes if the depth exceeds two (2) inches to achieve the finished grade. Sharp sand is NOT to be used as backfill for planting bed or tree installation locations.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. Work shall be performed by personnel trained and experienced in this work and shall be done under the direction of a superintendent on the Contractor's staff.

3.2 PREPARATION OF SUBGRADE AND SPREADING OF TOPSOIL

A. The sub grade soil shall be loosened to a depth of four (4) inches and graded to remove all ridges and depressions so that it will be everywhere paralleled to proposed finished grade. All stones over one and one-half (1-1/2) inches in any dimensions, sticks, rubbish and other extraneous matter shall be removed during this operation. No heavy objects except rollers shall be moved over lawn areas after the sub grade soil has been prepared before topsoil is spread.

B. After the subgrade soil has been prepared, topsoil shall be spread evenly therein to depth of two (2) inches by an approved method and the area then rolled with a 200-pound roller.

C. For Compacted Base locations required to be provided below edging material (at decomposed granite pathways edge locations) comply with the general notes for DG installation provided on the drawings.

D. On all sod areas, the finished surface of the topsoil shall conform to the finished grade and shall be free from hollows or other inequalities, stones, stocks and other extraneous matter.

3.3 FINISH GRADING

A. In areas to receive sod, the Contractor shall till, disc, or otherwise scarify the soil, removing all clods, stones, and related material one (1) inch or larger. Place and spread any additional material that may be required. Roll completely.

B. Contractor shall be responsible for minor adjustments to the finished sub grade if such treatment is required in the opinion of the Owner’s Representative.

C. The Contractor may use machinery acceptable to the Owner’s Representative to complete most of the work to re-establishing finished grade.

D. Hand-rake the surface, removing all clods and undesirable material greater than one-half (1/2) inch from ground surface. Fill all low spots and cut irregularities to the acceptance of the Owner's Representative. Roll the entire surface evenly with a 200-pound water ballast roller or other means acceptable.

E. During the finished grading operations, all swales and additional swales that may be required to drain areas where there are existing plant materials, shall be finished. In general, all grade adjustments shall be made so there are no areas that will have standing water.

F. To prevent excessive weed growth in the lawn areas, the Contractor should be prepared to immediately install the sod upon the completed and acceptable finished grade.

END OF SECTION 32 91 19

SECTION 32 92 00 – SOD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Fertilizing.

D. Sod installation.

E. Maintenance.

1.3 RELATED SECTIONS

A. Division 31 Earthwork

B. Section 32 80 00, Irrigation – Alt. 4

1.4 REFERENCES

A. TPI (SPEC) -Guideline Specifications to Turfgrass Sodding; Turfgrass Producers International; 1995.

1.5 DEFINITIONS

A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.6 QUALITY ASSURANCE

A. Sod Producer: Company specializing in sod production and harvesting with minimum five years' experience and certified by the State of Texas.

1.7 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.9 MAINTENANCE SERVICE

A. Maintenance under this contract: Maintenance of sod areas shall be ninety (90) days and shall consist of watering, weeding, repair of all erosion and resodding as necessary to establish stand of the specified grass.

B. Guarantees: The contractor shall guarantee growth and coverage of sod planting under this section to the effect that a minimum 95% of the areas planted will be covered with specified planting after ninety (90) days with no bare spots greater than six (6) square inches.

C. Contractor shall be responsible for maintenance of existing sod remaining within the construction work area for the duration of construction and maintenance period.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide Common Bermuda Sod, Certified Turfgrass Sod quality; cultivated grass sod with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.

B. Topsoil: Provide 4”d. Lawn mix over 8”d. of Native Plant Mix as prepared by Nature’s Way Resource or pre-approved equal. Nature’s Way Resources, tel. no. 936-273-1655.

C. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

D. Fertilizer: 15-15-15; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.

E. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass. .

2.2 HARVESTING SOD

A. Machine cut sod and load on pallets in accordance with TPI Guidelines. Prior to harvesting, Sod shall be mowed uniformly to a height of approximately 3/4 of an inch and folded with the soil facing out to protect the grass from damage. Sod shall be shipped sufficiently dry for transportation and handling, yet moist enough to facilitate installation.

B. Sod shall be harvested by machine to a uniform thickness of 1 inch, plus or minus 1/8 of an inch plus top growth. Sod shall be shipped as 16”x24” block sod or rolled sod 24” wide.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this section.

3.2 PREPARATION

A. Prepare sub-grade in accordance with Division 31, Earthwork.

B. Place topsoil in accordance with Division 31, Earthwork.

3.3 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions. During the spring, summer and fall months sod shall be fertilized with ¾ to 1 pound of nitrogen applied to each 1,000 sf of lawn. Follow all instructions regarding fertilizer use and application.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod.

D. Mix thoroughly into upper 2 inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.4 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod immediately after delivery to site to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Lay smooth. Align with adjoining grass areas. Lay butt-tight. Where sodding on slope of 3:1 or greater, stake the sod in place.

E. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.

F. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.5 MAINTENANCE

A. To avoid drying out and enable the new sod to root down, newly planted sod shall be watered daily and kept wet during the first 7-10 days. Once the new sod has rooted into the soil, watering frequency shall be reduced to provide deep soaking every 5-7 days during the growing season.

B. Roll surface to remove irregularities.

C. Immediately replace sod to areas which show deterioration or bare spots.

D. Protect sodded areas with warning signs to not be walked upon during maintenance period.

END OF SECTION 32 92 00

SECTION 32 92 13 - HYDRO-MULCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Related Work Specified Elsewhere:

1. Division 31, Earthwork Section
2. 32 90 00, Planting

1.2 DESCRIPTION

A. This section specifies the requirements for preparing ground and providing seed, topsoil, erosion control and water.

1.3 SUBMITTALS

A. Submittals to the Owner's Representative:

1. Seed Certification shall be submitted from the supplier for each type of seed specified. Certification shall accompany the delivery of the seed and shall indicate that the seed is in accordance with the requirements of the Texas Seed Law.
2. Erosion Control Blanket: IF APPLICABLE FOR ANY DETENTION POND SIDE SLOPES THAT EXCEED 10% SLOPE- Provide product specification and cut sheet information for approval prior to ordering material.

1.4 PRODUCT HANDLING

A. Seed Delivery: Each variety of seed shall be delivered in separate bags or containers, labeled to indicate pure live seed, name and type of seed.

1.5 MAINTENANCE

A. Contractor shall provide maintenance during construction for hydro-mulch areas for duration of construction operations until final review punch list items completed. Until such time the Contractor shall have full responsibility and ownership of all materials, workmanship and maintenance related to the Work..

1.6 GUARANTEE

A. A written guarantee shall be provided guaranteeing germination for a period of one year, excepting any unusual acts of nature beginning on the date of substantial completion.

B. The contractor shall guarantee a full stand of grass, 95% cover with no bare spots more than 6-inch diameters.

C. Guarantee shall provide for timely filling, leveling, and repairing eroded areas, reseeding areas exhibiting lack of healthy growth and mowing as necessary to maintain a neat appearance.

1.7 IN THE EVENT OF DROUGHT

A. In the event that Montgomery County is experiencing a drought and watering restrictions have been set in place by the County, the Contractor shall NOT proceed with providing and/or installing

hydro mulch without FIRST contacting the Architect to request additional information on how to proceed. Proceeding without first obtaining direction from the Architect indicates that the Contractor assumes all liability and responsibility for the plant materials installed and replacement of dead materials due to lack of watering will be the sole responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 QUANTITIES

A. The Contractor shall supply materials in the quantities necessary to complete the Work as shown on the drawings. Quantities of hydro-mulch areas, as indicated on plans and in the plant list are approximate only. These materials shall be provided in quantities sufficient to properly hydro-mulch the designated areas indicated on the drawings.

B. Seed specified for hydro-mulch areas indicated on drawings are available from, but not limited to:

1. Native American Seed, Junction, TX, Tel. no. 800-728-4043

2.2 SEED TYPE

A. DFHM: Provide Pure Live Seed (PLS) in a 1/3 mix of Little Bluestem (Schizachyrium scoparium), Dwarf Sweet Flag (Acorus gramineus) and Variegated Dwarf Sweet Flag (Acorus gramineus ‘Variegatus’). Provide mix at a rate of 7-12 pounds (PLS) per acre. Mix goes by name of “Drainfield Mix” as provided by Native American Seed. Confirm seed rate and type with Native American Seed prior to ordering. Seed rate and type may be affected by the timing of the installation. For Fall and Winter applications of DFHM Contractor shall add Cereal Rye Grain at a 40lbs/acre application rate. DO NOT USE CEREAL RYE IN AREAS OF BERMUDA. Contractor is responsible for confirming the correct blend is used for a thriving installation.

1. Drainfield Mix Seed specified for hydro-mulch areas marked “DFHM” indicated on drawings and below are available from, but not limited to:

a. Native American Seed, Junction, TX, Tel. no. 800-728-4043.

B. GEO HM: Provide blend of Geoskin Hydromulch at supplier’s recommended rates.

1. Geoskin Hydromulch is available from but not limited to Foster Supply, Inc., tel. no. 606-864- 0216.

C. “HM”: Provide blend of the Lady Bird Legacy Mix and Native Sun Turfgrass. Provide Mix at supplier recommended rates.

D. Fall and Winter Application ONLY: Add Cereal Rye Grain at a 40lbs / acre application in addition to seed mixes.

E. Seed types shall be harvested within 1 year prior to planting, free of Johnson grass, field bind weed, dodder seed, and free of other weed seed to the limits allowable under the Federal Seed Act and applicable seed laws. The seed types shall be extra fancy grade, treated with fungicide, and shall have a germination and purity that will produce, after allowance for Federal Seed Act tolerances, a pure live seed content of not less than 85 percent, using the formula: purity percent times (germination percent plus hard or sound seed percent). Seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations.

2.3 TOPSOIL

A. Top dressing areas to receive hydro mulching shall be 2” topsoil. Topsoil shall be friable clay loam surface soil reasonably free of stones, roots, debris, and clay lumps in excess of 1”

diameter. Refer to Specification 32 90 00 for Topsoil information.

2.4 COMPOST TEA

A. Provide Spraying of Compost tea for all hydro-mulch areas. Compost tea may be blended in with the hydro-mulch with the approval of the Compost tea supplier and Hydro-mulch installer. Spraying must be made a maximum of three (3) days after a rain event in order to be most effective. It is recommended that spraying be provided by Bill Wyatt with Grace Outdoor, tel. no. 281-543-9814. Other installers may be available if they are submitted by the Contractor for approval prior to their acceptance.

2.5 FERTILIZER

A. NOT REQUIRED.

2.6 ORGANIC FIRE ANT INSECTICIDE

A. Provide Amdro organic fire ant insecticide over the entire area of hydro-mulching ONLY if fire ants are present during Preparation of areas to receive hydro-mulching.

B. Amdro is available from but not limited to: San Jacinto Environmental Supplies, 2221 West 34th St., Tel.no. 713-957-0909.

2.7 ORGANIC HERBICIDE

A. Provide Organic Post- emergent Herbicide during Preparations: Use Agralawn, Black Jack 21 or pre-approved equal. Post-emergent herbicide must be applied in a manner that will not damage other plant materials that are not weeds. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during applications of post-emergent herbicides at no additional cost to Owner.

B. Provide Organic Pre-emergent Herbicide during Preparations: Use Corn Gluten Crumbs at rates and per instructions provided by manufacturer.

C. Agralawn and Black Jack 21 are available from but not limited to: San Jacinto Environmental Supplies, 2221 West 34th St., Tel.no. 713-957-0909.

2.8 WOOD CELLULOSE FIBER MULCH

A. Wood cellulose fiber mulch, for use with the hydraulic application of grass seed types shall consist of specially prepared wood cellulose fiber. It shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like groundcover that readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers for all applications shall refer only to air-dry weight of the fiber, a standard equivalent to 19 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and be marked by the manufacturer to show the dry weight content. Suppliers shall be prepared to certify that laboratory and field-testing of their products has been accomplished and that it meets all of the foregoing requirements.

2.9 MULCHING EQUIPMENT

A. Hydraulic equipment used for the application of seed and slurry of prepared wood fiber mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing up to forty (40) pounds of fiber for each one hundred (100) gallons of water. The slurry distribution lines shall be large enough to prevent

stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles that provide even distribution of the slurry on the areas to be seeded. The slurry tank shall have a minimum capacity of eight hundred (800) gallons and shall be mounted on a traveling unit which may be either self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded so as to provide uniform distribution without waste. The Owner's Representative may authorize equipment with smaller tank capacity if the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

B. Contractor must coordinate scheduling of hydro mulch application with the installer of the Compost Tea. The compost tea shall be integrated into the hydro mulching operations.

2.10 COMPOST TEA

A. Provide spraying of Compost tea for all hydro-mulch areas. Compost tea may be blended in with the hydro-mulch with the approval of the Compost tea supplier and Hydro-mulch installer. Spraying must be made a maximum of three (3) days after a rain event in order to be most effective.

PART 3 - EXECUTION

3.1 SITE EXAMINATION

A. The Contractor shall make an examination of the site of the proposed work and completely familiarize himself with the nature and extent of the work to be encountered. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work which conditions or obstacles are readily apparent upon a visit to the site. Seeding shall not start until all preparatory work has been completed.

1. The Contractor shall notify the Owner's representative of any discrepancies between the plans and actual site condition.

3.2 TIME OF HYDRO-MULCHING

A. Lawn operations shall be conducted under favorable weather conditions during the seasons that are normal for such work as determined by accepted practice in the locality.

B. Ground temperature shall be greater than 65 degrees at time of application and for period anticipated for establishment. Do NOT install if ground temperature is below 65 degrees or anticipated to be below 65 degrees during establishment period.

3.3 PREPARATION

A. Preparation work shall be completed one month in advance of hydro-mulching operations.

B. Treat miscellaneous weeds prior to stripping with organic Black Jack 21 herbicide for all areas to receive seed. Strip vegetation. Perform earthwork and grading as required in Division 31, Earthwork. Loosen, by manual or mechanical means, to a depth of 1-½ inches. Soil shall be leveled and fine graded by hand raking. All stones are to be removed (1 inch diameter and larger in top 2 inches of soil), tree stumps, brush, roots, vegetation, rubbish and other foreign matter shall be removed from the site. No foreign matter may be buried on site.

C. A 2-inch layer of topsoil shall be spread over the entire area to be hydro-mulched to form a cover of uniform thickness. The seedbed shall be watered to a depth of 4 inches at least 48 hours prior to seeding to obtain loose, friable seedbed. Apply pre-emergent herbicide, organic Corn Gluten Meal per manufacturer instructions over areas to receive hydro-mulching.

D. Contractor shall be responsible for coordinating installation procedures with seed supplier and hydro-mulch installer to ensure proper seed germination. Any conflicts with specified preparation procedures and the seed supplier and/or hydro-mulch installer shall be brought to the attention of the Landscape Architect PRIOR TO PROCEEDING with installation.

3.4 APPLICATION

A. Seed shall be uniformly distributed over the designated area at the rate specified.

B. Mechanical equipment shall be used.

C. Mixing: Care shall be taken that the slurry preparation takes place on the site of the Work. Spraying shall commence immediately when the tank is full.

D. Apply specified slurry mix in a motion to form a uniform mat at specified rate. Spray the area with a uniform. Visible coat by using the green color of the wood pulp as a guide. Keep hydro-mulch within areas designated and keep from contact with other plant materials. Contractor shall not over spray areas designated for hydro-mulch onto areas that are to receive planting bed materials. Slurry mixture, which has not been applied within four (4) hours of mixing, shall not be used and shall be removed from the site. Do not overspray on concrete. Wash-off immediately if some of the mix falls on sidewalks or other paved areas.

E. After installation, the Contractor shall not operate any equipment over the covered areas. Immediately after application, thoroughly wash off any plant material, planting areas, or paved areas not intended to receive the slurry mix. Keep all paved and planting areas clean during operation.

F. After a sixty (60) day waiting period from the hydro-mulch installation date, if the Owner's Representative or Landscape Architect note unplanted skips of hydro-mulched areas or damaged planting areas resulting from over spray, after hydro-mulching, the Contractor shall be required to re-seed and/or re-plant these areas at no additional cost to the Owner.

3.5 WATERING

A. After installation, hydro-mulched areas shall be watered in an amount and as often as necessary to keep areas moistened to their full depth for a period of two weeks. Water twice per day for the first seven- (7) days after application for approximately a total of thirty (30) minutes. Do not allow puddles to form or run off. If these conditions occur shut the water off. The best time to water is early morning and just before dark. If it rains, stop the watering program until the soil begins to dry out, then return to the original program. Once germination is achieved, reduce the watering to once per day 4 times per week.

B. Do not allow puddles to form or run off. If these conditions occur shut the water off. Water newly planted seeds lightly and frequently to prevent the top of the soil from drying out. When the grass is about an inch tall, decrease the frequency and increase the depth of watering. Reduce and possibly stop adding water once the grass is established depending upon the frequency of natural rain.

C. After initial 2 weeks of watering, seeded areas shall be watered and maintained to insure a healthy, vigorous growth throughout the installation period and the maintenance period.

3.6 MAINTENANCE

A. Contractor shall correctly maintain the hydro-mulched work throughout the installation process.

END OF SECTION 32 92 13

SECTION 33 26 67 - SITE WATER LINE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Pipe and fittings for site domestic water lines and fire lines.

B. Valves and domestic water fittings.

1.3 REFERENCES

A. ASTM D698 – Test Methods for Moisture-Density Relations of Soil and Soil-Aggregate Mixtures, using 5.5 lb Rammer and 12 inch Drop.

B. ASTM D2241 – Standard Specification for Polyvinyl chloride (PVC) Pressure Rated Pipe (SDR Series).

C. ANSI/AWWA C900 – Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.

D. ASTM B88 – Standard for Seamless Copper Water Tube, for pipe 2 inches or smaller.

E. ASTM D2922 – Test methods for Density of Soil and Soil-Aggregate in Place by Nuclear methods (Shallow Depth)

F. AWWA C800 – Joints for Copper tubing, for pipe 2 inches or smaller.

G. ASTM D3139 – Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals, pipe 4-inch through 12-inch.

1.4 SUBMITTALS

A. Submit under provisions of Section 013000.

B. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.

C. Manufacturer’s Certificate: Certify that products meet or exceed specified requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01700.

B. Accurately record actual locations of piping mains, valves, connections, and invert elevations.

C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with City of Houston.

B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site.

B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.1 PIPE

A. PVC Pipe, 2" and smaller, ASTM D2241, SDR 21, rated for 200 psi.

1. Fittings: ANSI/ASTM D2466, PVC.
2. Joints: ASTM D3139, Gasketed Push-On, Chemically welded PVC joints are not acceptable.

B. 4" Domestic Water: AWWA C-900 PVC Pressure Pipe Class 150 and DR 18

1. Fittings: AWWA C-153.

C. 6" Fire Line: AWWA C-900 PVC Pressure Pipe Class 150 and DR 18, pipe shall bear the NSF seal of approval.

1. Fittings: AWWA C-153.

2.2 GATE VALVES – 2 inches and over

A. ANSI/AWWA C500, Iron body, bronze trim, non-rising stem with square nut, single wedge, mechanical joint ends, control rod, extension box and valve key.

2.3 BEDDING MATERIALS

A. Concrete for Thrust Blocks: 3000 psi.

B. Meter: As per City of Houston.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions.

B. Verify that building service connection and municipal utility water main size, location and invert are as indicated.

3.2 PREPARATION

A. Ream pipe and tube ends and remove burrs.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.3 BEDDING

A. Excavate pipe trench in accordance with Section 31 2000 for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 8 inches compacted depth, compact to 95 percent.

C. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent.

D. Maintain optimum moisture content of bedding material to attain required compaction density.

3.4 INSTALLATION – PIPE

A. Maintain separation of water main from sewer piping in accordance with City of Houston requirements.

B. Install access fittings to permit disinfection of water system.

C. Form and place concrete for thrust blocks at each elbow or change of direction of pipe main.

D. Establish elevations of buried piping to ensure not less than 4 ft. of cover, unless otherwise shown.

E. Install trace wire continuous over top of pipe buried 6 inches below finish grade, above pipe line.

F. Backfill trench upon completion of pipe installation in accordance with construction details.

3.5 INSTALLATION – VALVES

A. Set valves on solid bearing.

B. Center and plumb valve box over valve. Set box cover flush with finished grade.

3.6 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 014100.

B. Compaction testing will be performed in accordance with STM D698 and ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

D. Frequency of Tests: One density test per every 200 LF of trench per lift.

E. Hydrostatic Test: Test in accordance with City of Houston standard specification 02676 requirements.

F. Disinfection: Disinfect water line in accordance with City of Houston requirements.

END OF SECTION 33 26 67

SECTION 33 27 32 – SITE SANITARY SEWERAGE SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Sanitary sewerage piping, fittings, accessories and bedding.

B. Connection of building sanitary drainage system to municipal sewers.

C. Cleanout access

1.2 REFERENCES

A. ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8mm) Drop.

B. ASTM D3034 – Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe

C. ASTM D2922 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

A. A. Bedding: Fill placed under, beside and directly over pipe, prior to subsequent backfill operations.

1.4 SUBMITTALS

A. Submittals shall conform to requirements of Section 013000.

B. Product Data: Provide data indicating pipe, pipe accessories, and backfill material.

C. Manufacturer’s Installation Instructions: Indicate special procedures required to install products specified.

D. Manufacturer’s Certificate: Certify that products meet or exceed specified requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Submit documents under provisions of Section 01 70 00.

B. Record location of pipe runs, connections, cleanouts, and invert elevations

C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 REGULATORY REQUIREMENTS

A. Conform to City of Houston Building Code and Public Works Department Specification with latest revisions.

1.7 FIELD MEASUREMENTS

A. Verify that field measurements and elevations are as indicated on Drawings.

1.8 COORDINATION

A. Coordinate the Work with termination of sanitary sewer connection outside building, connection to municipal sewer utility service, connection to building sewer, and trenching.

PART 2 - PRODUCTS

2.1 SEWER PIPE MATERIALS

A. Plastic Pipe: ASTM D3034, Type PSM, Poly (Vinyl Chloride) (PVC) material, SDR-26; inside nominal diameter of 6 and 8 inches, bell and spigot style joint end.

2.2 PIPE ACCESSORIES

A. Pipe Joints: Integral bell, bell and spigot type gasketed joint; gaskets meeting requirements of ASTM F477.

B. Fittings: Same material as pipe molded for formed to suit pipe size and end design, in required tee, bends elbows, cleanouts, reducers, traps and other configurations required.

2.3 CLEANOUTS

A. Lid and Frame: As specified on Drawings.

B. Base Pad: Cast-in-place concrete of type specified in Section 033000, leveled top surface to receive shaft sections, sleeved to receive sanitary sewer pipe sections.

2.4 BEDDING AND BACKFILL MATERIALS

A. Bedding and backfill shall be cement stabilized sand as shown on Drawings.

B. In areas not beneath or within 5’ of sidewalks or pavement, backfill shall be native soils compacted as indicated on the Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings.

3.2 PREPARATION

A. Hand trim excavations to required elevations. Correct over excavation with cement stabilized sand.

B. Remove large stones or other hard matter which could damage or impede consistent backfilling or compaction.

3.3 BEDDING

A. Excavate pipe trench in accordance with specification 312000, section 3.6 for Work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 8 inches compacted depth, compact to 95 percent.

C. Maintain optimum moisture content of bedding material to attain required compaction density.

3.4 INSTALLATION - PIPE

A. Install pipe, fittings, and accessories in accordance with manufacturer’s instructions. Seal joints watertight.

B. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch in 10 feet.

C. Install bedding at sides and over top of pipe to minimum compacted thickness as shown on Drawings compacted to 95 percent.

D. Refer to specification 31200, section 3.6 for trenching requirements. Do not displace or damage pipe when compacting.

E. Connect to building sanitary sewer outlet and municipal sewer system.

3.5 INSTALLATION - CLEANOUTS

A. Form bottom of excavation clean and smooth to correct elevation.

B. Form and place cast-in-place concrete base pad, with provision with sanitary sewer pipe and sections.

C. Establish elevations and pipe inverts for inlets and outlets as indicated.

D. Mount lid and frame level to elevation indicated.

3.6 FIELD QUALITY CONTROL

A. Request inspection prior to and immediately after placing bedding.

B. Compaction testing will be performed in accordance with ASTM D698 and ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work replace and retest at no cost to Owner.

D. Frequency of Tests: Compaction tests shall be performed on every 200 LF of trench per lift.

E. Pressure Test: Test in accordance with City of Houston Requirements.

F. Infiltration Test: Test in accordance with City of Houston Requirements.

G. Deflection Test: Test in accordance with City of Houston Requirements.

3.7 PROTECTION

A. Protect finished installation.

B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION 33 27 32

SECTION 33 41 00 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Pressure pipe couplings.
3. Cleanouts.
4. Drains.
5. Encasement for piping.
6. Manholes.
7. Catch basins.
8. Stormwater inlets.
9. Stormwater detention structures.
10. Pipe outlets.
11. Stormwater disposal systems.

1.3 DEFINITIONS

A. FRP: Fiberglass-reinforced plastic.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.
2. Stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.

C. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

D. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.

E. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic manholes, pipe, and fittings in direct sunlight.

B. Protect pipe, pipe fittings, and seals from dirt and damage.

C. Handle manholes according to manufacturer's written rigging instructions.

D. Handle stormwater inlets according to manufacturer's written rigging instructions.

1.6 PROJECT CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Owner no fewer than fivedays in advance of proposed interruption of service.
2. Do not proceed with interruption of service without Owner's written permission.

PART 2 - PRODUCTS

2.1 DUCTILE-IRON, PRESSURE PIPE AND FITTINGS

A. Push-on-Joint Piping:

1. Pipe: AWWA C151, for push-on joints.
2. Standard Fittings: AWWA C110, ductile or gray iron, for push-on joints.
3. Compact Fittings: AWWA C153, for push-on joints.
4. Gaskets: AWWA C111, rubber, of shape matching pipe and fittings.

B. Mechanical-Joint Piping:

1. Pipe: AWWA C151, with bolt holes in bell.
2. Standard Fittings: AWWA C110, ductile or gray iron, with bolt holes in bell.
3. Compact Fittings: AWWA C153, with bolt holes in bells.
4. Glands: Cast or ductile iron, with bolt holes and high-strength, cast-iron or high-strength, low-alloy steel bolts and nuts.
5. Gaskets: AWWA C111, rubber, of shape matching pipe, fittings, and glands.

2.2 STEEL PIPE AND FITTINGS

A. Corrugated-Steel Pipe and Fittings: ASTM A 760/A 760M, Type I with fittings of similar form and construction as pipe.

1. Special-Joint Bands: Corrugated steel with O-ring seals.
2. Standard-Joint Bands: Corrugated steel.
3. Coating: Aluminum Zinc.

2.3 PVC PIPE AND FITTINGS

A. PVC Profile Sewer Piping:

1. Pipe: ASTM F 794, PVC profile, gravity sewer pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals.

2.4 CONCRETE PIPE AND FITTINGS

A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76 (ASTM C 76M).

1. Bell-and-spigot ends and gasketed joints with ASTM C 443 (ASTM C 443M), rubber gaskets.
2. Class III, Wall B

2.5 HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE

A High Density Polyethylene Pipe and fittings: ASTM D 3350

1 Bell-and-spigot ends and gasketed joints meet requirements of ASTM F477.

2.6 CLEANOUTS

A. Cast-Iron Cleanouts:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Jay R. Smith Mfg.
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings:

a. Josam Company.
b. MIFAB, Inc.
c. Smith, Jay R. Mfg. Co.
d. Tyler Pipe.
e. Watts Water Technologies, Inc.
f. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.

3. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
4. Top-Loading Classification(s): Heavy Duty.
5. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

2.7 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.

2. Diameter: 48 inches (1200 mm) minimum unless otherwise indicated.
3. Ballast: Increase thickness of precast concrete sections or add concrete to base section as required to prevent flotation.
4. Base Section: 12 inch minimum thickness for floor slab and 8 inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
5. Riser Sections: 8 inch minimum thickness, and lengths to provide depth indicated.
6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
7. Joint Sealant: Provide epoxy bodied fittings and join pipe to fitting with epoxy adhesive.
8. Resilient Pipe Connectors: ASTM C 923 (ASTM C 923M), cast or fitted into manhole walls, for each pipe connection.
9. Steps: FRP ladder wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches (1500 mm).
10. Adjusting Rings: Interlocking HDPE rings with level or sloped edge in thickness and diameter matching manhole frame and cover, and of height required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
11. Grade Rings: Reinforced-concrete rings, 6- to 9-inch (150- to 225-mm) total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch (610-mm) ID by 7- to 9-inch (175- to 225-mm) riser with 4-inch- (102-mm-) minimum width flange and 26-inch- (660-mm-) diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
2. Material: ASTM A 536, Grade 60-40-18 ductile ASTM A 48/A 48M, Class 35 gray iron unless otherwise indicated.

2.8 CONCRETE

C. General: Cast-in-place concrete according to ACI 318, ACI 350/350R (ACI 350M/350RM), and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

D. Portland Cement Design Mix: 4000 psi (27.6 MPa) minimum, with 0.45 maximum water/cementitious materials ratio.

1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.

E. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi (27.6 MPa) minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.

1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.

2. Benches: Concrete, sloped to drain into channel.

2.9 STORMWATER INLETS

F. Curb Inlets: Made with vertical curb opening, of materials and dimensions according to utility standards.

G. Gutter Inlets: Made with horizontal gutter opening, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.

H. Combination Inlets: Made with vertical curb and horizontal gutter openings, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.

I. Frames and Grates: Heavy duty, according to utility standards.

2.10 PIPE OUTLETS

J. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.

K. Riprap Basins: Broken, irregularly sized and shaped, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."

1. Average Size: NSSGA No. R-3, screen opening 2 inches (51 mm).
2. Average Size: NSSGA No. R-4, screen opening 3 inches (76 mm).
3. Average Size: NSSGA No. R-5, screen opening 5 inches (127 mm).

L. Filter Stone: According to NSSGA's "Quarried Stone for Erosion and Sediment Control," No. FS-2, No. 4 screen opening, average-size graded stone.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.

F. Install gravity-flow, nonpressure drainage piping according to City of Houston standards.

3.3 PIPE JOINT CONSTRUCTION

A. Join gravity-flow, nonpressure drainage piping according to the following:

1. Join hub-and-spigot, cast-iron soil piping with gasketed joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
3. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.
4. Join ductile-iron culvert piping according to AWWA C600 for push-on joints.
5. Join ductile-iron piping and special fittings according to AWWA C600 or AWWA M41.
6. Join corrugated steel sewer piping according to ASTM A 798/A 798M.
7. Join corrugated aluminum sewer piping according to ASTM B 788/B 788M.
8. Join ABS sewer piping according to ASTM D 2321 and ASTM D 2751 for elastomeric-seal joints.
9. Join corrugated PE piping according to ASTM D 3212 for push-on joints.
10. Join PVC cellular-core piping according to ASTM D 2321 and ASTM F 891 for solvent-cemented joints.
11. Join PVC corrugated sewer piping according to ASTM D 2321 for elastomeric-seal joints.
12. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasketed joints.
13. Join PVC profile gravity sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
14. Join fiberglass sewer piping according to ASTM D 3839 for elastomeric-seal joints.
15. Join nonreinforced-concrete sewer piping according to ASTM C 14 (ASTM C 14M) and ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.
16. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.
17. Join dissimilar pipe materials with nonpressure-type flexible couplings.

B. Join force-main pressure piping according to the following:

1. Join ductile-iron pressure piping according to AWWA C600 or AWWA M41 for push-on joints.
2. Join ductile-iron special fittings according to AWWA C600 or AWWA M41 for push-on joints.
3. Join PVC pressure piping according to AWWA M23 for gasketed joints.
4. Join PVC water-service piping according to ASTM D 2855 for solvent-cemented joints.
5. Join dissimilar pipe materials with pressure-type couplings.

3.4 CLEANOUT INSTALLATION

A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
   1. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.

B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 4 inches deep. Set with tops 1 inch (25 mm) above surrounding earth grade.

C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.5 DRAIN INSTALLATION

A. Install type of drains in locations indicated.

   1. Use Light-Duty, top-loading classification drains in earth or unpaved foot-traffic <Insert other> areas.
   2. Use Medium-Duty, top-loading classification drains in paved foot-traffic <Insert other> areas.
   3. Use Heavy-Duty, top-loading classification drains in vehicle-traffic service <Insert other> areas.
   4. Use Extra-Heavy-Duty, top-loading classification drains in roads <Insert area>.

B. Embed drains in 4-inch (102-mm) minimum concrete around bottom and sides.

C. Fasten grates to drains if indicated.

D. Set drain frames and covers with tops flush with pavement surface.

E. Assemble trench sections with flanged joints.

F. Embed trench sections in 4-inch (102-mm) <Insert dimension> minimum concrete around bottom and sides.

3.6 MANHOLE INSTALLATION

A. General: Install manholes, complete with appurtenances and accessories indicated.

B. Install precast concrete manhole sections with sealants according to ASTM C 891.

C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.

D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches to 6 inches above finished surface elsewhere unless otherwise indicated.

3.7 STORMWATER INLET AND OUTLET INSTALLATION

A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.

B. Construct riprap of broken stone, as indicated.

C. Install outlets that spill onto grade, anchored with concrete, where indicated.

D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.

E. Construct energy dissipaters at outlets, as indicated.

3.8 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318.

3.9 CHANNEL DRAINAGE SYSTEM INSTALLATION

A. Install with top surfaces of components, except piping, flush with finished surface.

B. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.

C. Embed channel sections and drainage specialties in 4-inch (102-mm) <Insert dimension> minimum concrete around bottom and sides.

D. Fasten grates to channel sections if indicated.

E. Assemble channel sections with flanged or interlocking joints.

F. Embed channel sections in 4-inch (102-mm) <Insert dimension> minimum concrete around bottom and sides.

3.10 CONNECTIONS

A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Division 22 Section "Facility Storm Drainage Piping."

B. Make connections to existing piping and underground manholes.

1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch (150-mm) overlap, with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).
2. Make branch connections from side into existing piping, NPS 4 to NPS 20 (DN 100 to DN 500). Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).
3. Make branch connections from side into existing piping, NPS 21 (DN 525) or larger, or to underground manholes and structures by cutting into existing unit and creating an opening large enough to allow 3 inches (76 mm) of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe, manhole, or structure wall, encase entering connection in 6 inches (150 mm) of concrete for minimum length of 12 inches (300 mm) to provide additional support of collar from connection to undisturbed ground.

a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi (20.7 MPa) unless otherwise indicated.
b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.

4. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

C. Connect to sediment interceptors specified in Division 22 Section "Sanitary Waste Interceptors."

3.11 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:

1. Close open ends of piping with at least 8-inch- (203-mm-) thick, brick masonry bulkheads.
2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

B. Abandoned Manholes and Structures: Excavate around manholes and structures as required and use one procedure below:

1. Remove manhole or structure and close open ends of remaining piping.
2. Remove top of manhole or structure down to at least 36 inches (915 mm) below final grade. Fill to within 12 inches (300 mm) of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.

C. Backfill to grade according to Division 31 Section "Earth Moving."

3.12 IDENTIFICATION

A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.

1. Use detectable warning tape over ferrous piping.
2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.13 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (610 mm) of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

a. Alignment: Less than full diameter of inside of pipe is visible between structures.

b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
d. Infiltration: Water leakage into piping.
e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to requirements of authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
4. Submit separate report for each test.
5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:

a. Exception: Piping with soil tight joints unless required by authorities having jurisdiction.
b. Option: Test plastic piping according to ASTM F 1417.
c. Option: Test concrete piping according to ASTM C 924 (ASTM C 924M).

C. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.14 CLEANING

A. Clean interior of piping of dirt and superfluous materials. Flush with water.

END OF SECTION 33 41 00