cre8

ARCHITECTS

Bid Package 037 - Sitework Package 2

Fort Bend Independent School District
FBISD 2023 Bond Program
CSP 26-048AL

Project Manual
Construction Documents

cre8 Project 23-007
12 January 2026

cre8 Architects
3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

BP037 - Sitework Package 2

Fort Bend Independent School District
FBISD 2023 Bond Program
CSP 26-048AL

Project Manual

Construction Documents
cre8 Project 23-007
12 January 2026

cre8 Architects
3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

DOCUMENT 00 01 01 - TITLE PAGE

PROJECT: BP037 - Sitework Package 2
Brazos Bend Elementary School
Barbara Jordan Elementary School
Colony Bend Elementary School
Colony Meadows Elementary School
Rita Drabek Elementary School
Dulles Elementary School
Arizona Fleming Elementary School
Holley Elementary School
James Patterson Elementary School
Juan Sequin Elementary School
Mission West Elementary School
Oakland Elementary School
Oyster Creek Elementary School
Pecan Grove Elementary School
Sugar Mill Elementary School
Townewest Elementary School
Walker Station Elementary School

Fort Bend Independent School District
FBISD 2023 Bond Program
CSP 26-048AL

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

ARCHITECT
cre8 Architects
3815 Montrose Blvd, Suite 123
Houston, Texas 77006
713.526.2738 telephone

CONSULTANTS

CIVIL ENGINEER
Auric Engineers LLC
1907 Sabine Street
Houston, Texas 77007
713.319.4420 telephone

LANDSCAPE ARCHITECT
Mary L. Goldsby, Landscape Architect
112 Northwood Street
Houston, Texas 77009
713.802.2799 telephone

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

00 01 01 Project Title Page
00 10 01 Table of Contents

Division 00 - Procurement and Contracting Requirements
00 11 16 FBISD CSP Advertising Request For CSP
00 21 16 FBISD Instructions to Bidders
00 22 16 FBISD General Provisions for Purchasing Solicitations and Contracts
00 31 13 Preliminary Schedule
00 41 13 Deviations Request Form
00 42 13.11 Clarifications for Package B of Fort Bend ISD CSP
00 42 13.13 Package A Base Bid Proposal Form – CSP Stipulated Sum
00 42 13.16 Package B Alternate Bid Proposal Form – CSP Stipulated Sum
00 43 00 CSP 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)*
- Govt. Code 2270.002, Provision Required in Contract, Relationships With Foreign Entities *(Required)*
- Addenda Acknowledgment Form (*Required*)

00 52 13 Standard Form of Agreement - AIA Document A101
00 62 16 Bond and Insurance Requirements
00 72 13 General Conditions of the Contract for Construction – AIA Document A201

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

Division 01 - General Requirements

01 10 00 Summary of Work
01 14 13 Certification of Compliance/Contractor Identification
01 21 00 Allowances
01 22 00 Unit Prices
01 23 00 Alternates
01 25 00 Substitution Procedures
01 26 00 Contract Modification Procedures
01 29 00 Payment Procedures
01 29 73 Schedule of Values
01 31 00 Project Management and Coordination
01 31 13 Project Coordination
01 31 20 FBISD Small Business Enterprise Program Procedures
01 31 20.01 Subcontractor/ Subconsultant Utilization Report
01 31 20.02 Subcontractor/ Subconsultant/Supplier Payment Certification Form
01 32 00 Construction Progress Documentation
01 32 16 Construction Progress Schedule
01 32 33 Photographic Documentation
01 33 00 Submittal Procedures
01 35 23 Project Safety and Loss Program
01 40 00 Quality Requirements
01 42 00 References
01 45 23.01 HVAC Testing, Adjusting, and Balancing
01 45 23.02 Testing and Inspection Services
01 50 00 Temporary Facilities and Controls
01 52 14 Temporary Facilities for Students
01 55 26 Traffic Control
01 56 39 Temporary Tree and Plant Protection
01 57 10 TPDES Requirements
01 57 13 Erosion and Sedimentation Control
01 57 19 Control of Ground Surface Water
01 57 21 Indoor Air Quality Controls
01 60 00 Product Requirements
01 61 16 Volatile Organic Compound VOC Content Restrictions
01 73 00 Execution
01 73 29 Cutting and Patching
01 77 00 Closeout Procedures
- Closeout Procedures General Contractor Closeout Checklist
- Conditional Waiver and Release on Final Payment
- Unconditional Waiver and Release on Final Payment
- Warranty Letter
- Asbestos Free Affidavit
- Lead Free Affidavit
- PCB Free Affidavit

01 78 23 Operation and Maintenance Data
01 78 39 Project Record Documents
01 79 00 Demonstration and Training

FACILITY CONSTRUCTION SUBGROUP

Division 02 – Not Used

Divisions 03 - Concrete
03 30 53 – Miscellaneous Cast-in-Place Concrete

Divisions 04, 05, 06, 07 – Not Used
Division 08 – Not Used

Division 09 – Finishes
09 24 00 – Portland Cement Plastering

Division 10 – Specialties
10 14 26 – Post and Panel Signage
10 73 26 – Walkway Coverings

Divisions 11,12,13,14 – Not Used

FACILITY SERVICES SUBGROUP

Divisions 21,22,23,25,26,27,28 – Not Used

SITE INFRASTRUCTURE SUBGROUP

Division 31 – Earthwork

31 11 00	Clearing and Grubbing
31 22 13	Site Grading
31 23 33	Trenching, Backfilling and Compaction
31 32 13.19	Lime Stabilization
31 41 33	Trench Safety

Division 32 - Exterior Improvements

32 13 13	Concrete Site Paving
32 17 13	Parking Bumpers
32 17 23.13	Painted Pavement Markings
32 31 13	Chain Link Fences and Gates
32 90 00	Landscape Planting
32 91 00	Topsoil, Placement and Grading
32 92 00	Lawn Sodding & Hydromulch
32 94 10	Decomposed Granite
32 94 20	Landscape Stone

Division 33 – Utilities

33 10 00	Water Distribution
33 30 00	Sanitary Sewer
33 40 00	Storm Drainage

Divisions 34,35 - Not Used

END OF DOCUMENT 00 01 10

INSPIRE • EQUIP • IMAGINE

Fort Bend Independent School District

Competitive Sealed Proposal for

BP037 Sitework Package 2
CSP 26-048AL

Package A Base Bid and all documents except Alternates & SBE documents.
DUE NO LATER THAN 2:00 PM Central Time CST February 19, 2026

Package B Alternates and Package C SBE
DUE NO LATER THAN
3:00 PM Central Time CST February 19, 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/

BACKGROUND:

Fort Bend ISD (FBISD) is a K-12 public school district in Fort Bend County serving a student enrollment of over 80,000. 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 alterations and upgrades as indicated in the construction documents, across 17 multiple campuses (BP037). The estimated construction cost of work for this project is **Five Million Dollars. ($5,000,000.00).**

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held on **Thursday, January 29, 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.1ewis 1@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 30, 2026, 10:00 AM (CST)** at Hall Stadium. Attendance is highly recommended in order to have an understanding of existing site conditions and the project's scope of work.

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 **Thursday, February 5, 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.

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).

Scope of Work

FBISD is seeking a contractor to provide a turnkey solution for sitework alterations and upgrades across seventeen multiple campuses (BP037). The work includes the following campuses:

- Brazos Bend Elementary School
- Barbara Jordan Elementary School
- Colony Bend Elementary School
- Colony Meadows Elementary School
- Rita Drabek Elementary School
- Dulles Elementary School
- Arizona Fleming Elementary School
- Holley Elementary School
- James Patterson Elementary School
- Juan Sequin Elementary School
- Mission West Elementary School
- Oakland Elementary School
- Oyster Creek Elementary School
- Pecan Grove Elementary School
- Sugar Mill Elementary School
- Townewest Elementary School
- Walker Station Elementary School

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 sitework alterations and upgrades at approximately $**4,000,000**.

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

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

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

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)	1/15/2026
2.	Job advertises (2nd run)	1/22/2026
3.	Pre-Proposal Conference 2:00 PM CST	1/29/2026
4.	Final Questions due 10:00 AM CST	2/5/2026
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.	2/19/2026
5b.	Proposal Package "B" Due **3:00 PM CST Alternates only**	2/19/2026
5c.	Proposal Package "C" Due **3:00 PM CST SBE documents only**	2/19/2026
6.	Presentation to Board of Trustees for contract award (Tentative, subject to change)	5/12/2026
7.	Tabulations and awards posted to https://fortbendisd.bonfirehub.com/portal/?tab=pastOpportunities	5/18/2026
8.	Substantial Completion of the Work	8/1/2026

SUBMISSION DEADLINE:

Fort Bend ISD will accept proposals submitted electronically through Bonfire e-bidding portal until **Thursday, February 19, 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 19, 2026**. **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.

Prevailing Wage Rate
Determination Information

The following information is from Chapter 2258 Texas Government Code:

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

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

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

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

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

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

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

Prevailing Wage Rates – School Construction Trades

June 2, 2025

Texas Gulf Coast Area

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

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

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.

END OF DOCUMENT

TABLE OF CONTENTS

TABLE OF CONTENTS

INSTRUCTION TO BIDDERS .....

BIDDERS COMMUNICATION..... 0

GENERAL INFORMATION..... 1.0

PREBID 2.0

PROPOSAL SUBMISSION..... 3.0

INTERPRETATION OF COMPETITIVE SEALED PROPOSAL DOCUMENTS 4.0

SUBSTITUTIONS OF MATERIALS AND EQUIPMENT 5.0

BID BOND/BID GUARANTEE 6.0

PERFORMANCE BOND AND PAYMENT BOND 7.0

INSURANCE..... 8.0

EVALUATION CRITERIA AND RELATIVE WEIGHTS..... 9.0

SUBMISSION OF POST COMPETITIVE SEALED COMPETITIVE INFORMATION 10.0

NOTICE TO PROCEED 11.0

COMPLETION TIME 12.0

RETAINAGE 13.0

ASBESTOS, LEAD AND PCBS CONTAINING MATERIALS 14.0

AVAILABILITY OF MATERIALS AND SYSTEMS 15.0

USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS..... 16.0

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., engineers, 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 or material 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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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.

INDEX

PART I Definitions, Terms and Acronyms…….. Page 2
PART II Solicitation Information and Instructions…….. Page 4
PART III Solicitation Response …….. Page 7
PART IV Solicitation Evaluation and Award…….. Page 10
PART V Contract Terms, Conditions and Requirements…….. Page 12

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

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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.

DOCUMENT 00 31 13 - PRELIMINARY SCHEDULES

1.1 PROJECT SCHEDULE

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its appended attachment are not part of the Contract Documents.

B. Available Project information includes the following:

1. Owners Draft Project Schedule.

C. Owner’s Draft Project Schedule including design and construction milestones is appended to this Document.

1. Draft schedule is intended to illustrate possible construction timing and sequence that meets Owner’s needs and timing within the allocated construction duration while also taking into consideration school calendars. It is not intended to dictate construction sequence to proposing Contractors.

D. Proposing Contractors shall develop and submit their own proposed construction schedule to be submitted as part of their proposal documents. Refer to instructions for additional guidance.

1. Contractor’s construction schedule must comply with the following scheduling guidelines.
    a. No work may be scheduled during student’s educational day.
    b. Work involving the removal of doors, windows, wall surfaces or roofing assemblies which breach the building enclosure directly exposing the building interior to the exterior environment may only occur during breaks in the school calendar and all such work must be complete and restored to original conditions prior to restart of classes.
    c. Work involving total or partial shut-down of cooling systems (cooling towers or chillers) may only occur during the heating season.
    d. Work involving the replacement of air handling units may be done after school hours or over weekends or extended breaks in the school calendar provided that work is sufficiently complete to allow system operation 6 hours prior to recommencement of classes.
    e. Active humidity control as necessary to prevent the growth of mold must be maintained at all times through the use of existing mechanical systems or Contractor supplied dehumidification units.
    f. Work which disturbs existing fire rated assemblies and ceilings may not be undertaken during occupancy of the building by students and all fire-rated assemblies shall be restored prior to re-occupancy by students.

2. Contractors shall consult school calendars published on district websites for calendar information for the current school year. School calendars for subsequent years can be assumed to be similar although specific dates will vary.

3. Contractor’s draft schedule shall be amended after contract award to address changes in school schedules, coordination with construction packages being constructed by others, or other scheduling constraints deemed beneficial to the District. Schedule deviations which do not unreasonably deviate from these planning guidelines shall not be cause for claims for additional construction costs or project durations.

E. Related Requirements:

1. Document 00 11 19 “CSP 26-048AL FBISD Request for Competitive Sealed Proposals,” and Document 00 21 16 “CSP Instructions to Bidders” for submission requirements for Contractor’s Project Plan and Schedule to be included in Contractor’s CSP response under “Section 4”.

2. Documents 00 42 13.13, “Package A Base Bid Proposal Form BP037," and 00 42 13.16, “Package B “Alternate Bid Proposal Form BP037” for Contract Time.

3. Section 01 10 00 "Summary of Work BP037" for construction requirements.

4. Section 01 31 00 “Project Management and Coordination” for administration and coordination procedures.

5. Section 01 31 13 “Project Coordination” for project coordination requirements.

6. Section 01 32 16 "Construction Progress Schedule" for Contractor's construction schedule requirements.

7. Section 01 50 00 “Temporary Facilities and Controls” for Contractor supplied temporary facilities necessary for construction.

8. Section 01 52 14 “Temporary Facilities for Students” Contractor supplied temporary facilities to accommodate students during construction made necessary by the Contractor’s intended means and methods of construction.

END OF DOCUMENT 00 31 13

FBISD
INSPIRE • EQUIP • IMAGINE

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:

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

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

CSP No: 26-048AL **PKG** BP037 - **PKG Name:** Sitework Package 2

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 cre8 Architects dated 1/12/2026 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: Sitework as indicated in the construction documents at multiple campuses.

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 75 calendar days to complete. Contractor agrees the work will be substantially completed within 75 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 PKG BP037_____

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. $ 00 No Allowances
B. $ 00 No Allowances . 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 – SITE CONCRETE

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

01 ☐ Add/Delete Non-Traffic Concrete Flatwork_____ Sq. Foot (SF)
02 ☐ Add/Delete Traffic Concrete Flatwork (Parking)_____ Sq. Foot (SF)
03 ☐ Add/Delete Traffic Concrete Flatwork (Drives) _____ Sq. Foot (SF)

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: 26-048AL **BP** 037 - **BP Name:** Sitework Package 2

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 cre8 Architects dated 1/12/2026 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: Sitework as indicated in the construction documents at multiple campuses.

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 75 calendar days to complete. Contractor agrees the work will be substantially completed within 75 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 037 - Base Proposal _____

BP 037- Alternates _____

BP 037- 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. No Allowances

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 Juan Seguin ES Subgrade Preparation for Hydromulch Seeding

If the owner elects to proceed with Alternate No.3 , 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. 4 Omit Work at Dulles ES, Mission West ES, Fleming ES and Sugar Mill ES.

If the owner elects to proceed with Alternate No. 4, 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:

   _____

VI. UNIT PRICES – ALTERNATE BID

UNIT PRICES – NA

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

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.

   _____

   _____

   _____

   _____

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)

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____

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. Kristen Davison Malone

Ms. Judy Dae, President

Dr. Shirley Rose Gilliam, Vice President

Ms. Angie Hanan

Ms. Sonya Jones

Mr. Rick Garcia

Mr. David Hamilton, Secretary

Dr. Marc Smith, Superintendent

Current Local Government Officers includes:

Steven Basset, Deputy Superintendent

Beth Martinez, Deputy Superintendent

Robert Scamardo, General Counsel

Glenda Johnson, Chief Human Resources Officer

David Rider, Chief of Police

Kwabena Mensah, Chief of Schools

Damian Viltz, Chief Operations Officer

Rhonda mason , Asst Superintendent Elem

Jerry Lemley, Asst Superintendent Sec

Antignolo Matthew, Exec Dir Child Nutrition

Pandit Payal, Exec Dir Collab Communities

Fuzetti Carolina, Exec Dir Design & Construction

Nunez Wendy, Exec Dir Elementary Schools

Mason Rhonda, Exec Dir Elementary Schools

Ford Ida, Exec Dir Elementary Schools

Kimberly Lawson, 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

Patin Mitzi, Exec Dir Info Systems

Jacob Jojo, Exec Dir Info Tech Service

Wilbanks Coby, General Counsel

Williams Stephanie, Exec Dir Org Development

Causey Ashley, Exec Dir Secondary Schools

Lyons-Lewis, Deidra Exec Dir SecondarySchools

Westbrook Pilar, Exec Dir Sel & Comp.Health

Smith-Watson Sonya, Exec Dir Student Affairs

Hill Deena, Exec Dir Student Supp Svc

Hubbard Melissa, Exec Dir Teach & Learning

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

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:_____

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)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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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User Notes: (1397578103)

[ ] 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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:50:02 ET on 03/31/2022.

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.

PAGE 6

[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

PAGE 7

.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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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

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.

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS

Init.
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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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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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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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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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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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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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§ 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.)

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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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§ 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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§ 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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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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§ 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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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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[ ] 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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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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Additions and Deletions Report for
AIA® Document A101® – 2017

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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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§ 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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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.

PAGE 6

[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

PAGE 7

.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

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Dr. Christie Whitbeck, Superintendent
Fort Bend Independent School District

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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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_____

(Signed)

_____

(Title)

_____

(Dated)

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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

ADDITIONS AND DELETIONS:
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Additions and Deletions Report for
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PAGE 1

(Name, legal status and address)

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

PAGE 10

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.

PAGE 11

§ 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.

PAGE 12

§ 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.~~

PAGE 13

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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."

PAGE 14

§ 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.~~

PAGE 15

§ 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.

PAGE 16

§ 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.

PAGE 17

§ 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

PAGE 18

§ 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.

...

§ 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

PAGE 19

§ 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.

PAGE 20

.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.

PAGE 22

.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.

PAGE 23

§ 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.

PAGE 24

§ 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.

PAGE 25

.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.

PAGE 26

.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.
PAGE 27

§ 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

PAGE 28

§ 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.

PAGE 29

§ 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.

PAGE 30

§ 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.

PAGE 31

§ 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.

PAGE 32

§ 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.

PAGE 33

§ 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.

PAGE 34

§ 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.

PAGE 35

§ 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.

PAGE 36

~~§ 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

PAGE 37

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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.

PAGE 39

§ 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.

PAGE 40

§ 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 ~~ap~~peal.

...

§ 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.

PAGE 41

§ 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

PAGE 42

§ 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.

PAGE 43

§ 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.

PAGE 44

§ 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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PAGE 45

§ 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.~~

PAGE 46

§ 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.

PAGE 47

§ 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.
PAGE 48

§ 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.

PAGE 49

~~§ 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.

PAGE 52

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.

§ 12.2.2.1 ~~In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.

PAGE 53

~~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.

PAGE 55

§ 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.

PAGE 56

§ 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.

PAGE 57

§ 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.

PAGE 58

§ 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.

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:
- A. Sitework alterations and upgrades across seventeen multiple campuses (BP037). The work includes the following campuses:

Brazos Bend Elementary School
Barbara Jordan Elementary School
Colony Bend Elementary School
Colony Meadows Elementary School
Rita Drabek Elementary School
Dulles Elementary School
Arizona Fleming Elementary School
Holley Elementary School
James Patterson Elementary School
Juan Sequin Elementary School
Mission West Elementary School
Oakland Elementary School
Oyster Creek Elementary School
Pecan Grove Elementary School
Sugar Mill Elementary School
Townewest Elementary School
Walker Station Elementary School

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 (Not Used)

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 governing allowances.

Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. Refer to the AIA 201 General Conditions and the Supplementary Conditions for additional requirements concerning allowances. If necessary additional requirements will be issued by Change Order (CO).

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, bonds, insurance and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances.
3. PCO will be issued by the A/E via Prolog (Potential Change Order Module) to document and gain authorization to utilize allowance on a particular campus for items not covered in the original contract scope of work.
4. AEA is used for authorization and tracking of use of contract allowances. A separate AEA series is used for each defined allowance.
5. Any needs beyond the means of the contract shall require Change Order(s).
6. CAEA shall only be used for necessary work authorized by the District and in addition to the contracts defined scope of work or to credit work deleted from the contract as authorized by the District.
7. The contingency allowance (if provided) is not an entitlement to the GC. Unused portions shall be removed from the contract via a final Change Order during contract closure. The goal is to not use the contingency allowance, it is not included to allow for upgrades or expansion of scope, but to cover un-foreseen issues within the approved scope.
8. A CO is only used when no other funding sources are available within the contract and contract value must be increased.
9. A CO is the only method for adding funding or to change the contract work or time (when funding from the contingency allowance included in the Contract is depleted).Types of allowances include the following:

B. Types of allowances include the following:

1. Lump-sum allowances.

2. Unit-Cost allowances
3. Quantity allowances
4. Contingency allowances.
5. Division allowances

C. Related Sections:
1. Division 00 Competitive Sealed Proposal Form - Base Bid.
2. Division 01 Section "Unit Prices" for procedures for using unit prices.
3. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. Contractor shall advise Architect and owner's representative of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work. All specific allowance scope shall be included in the schedule provided by the contractor.
B. At Architect's or Program Manager's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
C. Once the proposal is approved by the Owner, purchase products and systems selected by the Architect.

1.4 SUBMITTALS

A. Submit proposals for approval of purchase of products or systems included in allowances, in the form specified for Contingency Allowance Expenditure Authorization (CAEA), Allowance Expenditure Authorization (AEA), or as specified in Change Order.
B. Submit all necessary backup per the contract requirements for approval of PCOs and AEAs.
C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 ALLOWANCES

A. Allowances shall include the costs to Contractor of specific products and materials required by Owner or selected by Architect under allowance and shall include freight, insurance, and delivery to Project site.
B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the base Contract Sum and not part of the allowance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Contingency Allowance Expenditure Authorization (CAEA) is a request for utilization of a specified portion of the contingency allowance included in the GC contract.

B. An Allowance Expenditure Authorization (AEA) is a request for utilization of a specified portion of an allowance included in the GC contract.

C. Each CAEA, AEA and CO must be listed separately on the schedule of values (SOV) in the pay application under the appropriate funding category or at the bottom of the SOV.

D. Change Orders (CO) are a request for utilization of a specific portion of contingency dollars outside the GC contract and it is used when no other funding sources are available within the contract.

3.4 ALLOWANCE NO. 01:

A. Include in the Base Proposal for inclusion in the Contract Sum, a lump-sum amount of $0.00.

End of Section 01 21 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 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

A. **Alternate No.1 –Base Bid Adjustment**
Adjust the final base bid lump sum amount as indicated to add or deduct from the lump sum amount indicated on Section AC Package "A" Base Bid Proposal Form including an adjustment in the Contract Time by the number of calendar days indicated, if this Alternate is accepted.

B. **Alternate No.2 – Deviations**
Adjust the final base bid lump sum amount as indicated to add or deduct from the lump sum amount indicated on Section AC Package "A" Base Bid Proposal Form including an adjustment in the Contract Time by the number of calendar days indicated if the deviations or substitutions described on the Deviations Form in Section 00 21 13 – Instructions to Bidders are accepted.

C. **Alternate No.3 – Juan Seguin ES: Subgrade Preparation for Hydromulch Seeding**
To the Base Proposal, add the amount to prepare lawn subgrades for hydromulch seeding as follows:
- Prior to fine grading remove 4 inches of existing clay soil and replace with 4 inches of bank sand.
- Mix sand and insitu clay soil to a depth of 12 inches to ensure a uniform blend of sandy clay soil consisting of approximately 67% in-place clay and 33% sand.

D. **Alternate No.4 – Omit Work at Dulles ES, Mission West ES, Fleming ES and Sugar Mill ES**
To the Base Proposal, indicate the amount to omit all work indicated in the construction documents at these campuses from the project.

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

Fort Bend Independent School District

Small Business Enterprise Program Procedures
Spring 2023

TABLE OF CONTENTS

I. **Summary of Fort Bend Independent School District's Small Business Enterprise Program** 3

II. **Operational Procedures** 4

A. SCOPE 4

B. OVERALL ANNUAL SBEP GOAL 5

C. PROGRAM ACTIVITIES AND RESPONSIBILITIES 5

D. PURCHASING METHODS 7

E. CERTIFICATION PROCEDURES 8

F. PROCEDURES FOR DETERMINING SATISFACTION OF GOOD FAITH EFFORTS REQUIREMENTS 10

G. PROCEDURES FOR EVALUATING SMALL BUSINESS PARTICIPATION. 11

H. PROCEDURES FOR REPORTING SMALL BUSINESS PARTICIPATION … 12

I. QUALITY CONTROL/QUALITY ASSURANCE 14

I. SUMMARY OF FORT BEND INDEPENDENT SCHOOL DISTRICT'S SMALL BUSINESS ENTERPRISE PROGRAM

Fort Bend Independent School District's Small Business Enterprise Program ("SBEP" or the "Program") was created to provide increased business opportunities for locally certified small businesses to participate in contracting and procurement at Fort Bend Independent School District (FBISD).

Shown below are the key features of the Program.

- The SBEP is a goal-oriented program, requiring contractors to whom FBISD awards prime contracts for design services or construction services to use "Good Faith Efforts" to utilize certified small businesses.

- The Program applies only to SBEP Eligible contracts, defined as all contracts for architectural design services, engineering design services or construction services valued at $50,000 or greater, except contracts for sole-source items, federally funded contracts, contracts with other governmental entities, and those contracts that are other- wise prohibited by applicable law or expressly exempted by FBISD. The SBEP shall not apply to contracts for goods and non-construction services.

- The SBEP is a race and gender-neutral program.

- FBISD has set an annual SBEP participation goal of twenty-five (25%) percent of the dollar amount of all SBEP-Eligible contracts. FBISD recognizes that individual actual participation may vary based on subcontracting opportunities, availability of small businesses, and price competitiveness. The participation goal may change from year to year based on all relevant factors considered.

- To participate, small businesses must be certified by an agency or organization whose certification is recognized by FBISD. Certification is based on the firm's gross revenues or number of employees averaged over the past five years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

- The U.S. Small Business Administration-SBA.gov website Qualifying as a Small Business.

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The Small Business Enterprise Program provides benefits to the small business including:

- Providing assistance to small businesses, by providing information and support.
- Assisting small businesses by offering training and information regarding insurance and surety bonding.
- Requiring prospective vendors to provide written assurance of small business participation in their proposals for SBEP Eligible contracts.
- Providing workshops on issues frequently encountered by small businesses during the proposal process and generally while performing work at FBISD.
- Maintaining an updated small business directory and source list(s) to help identify qualified and available small businesses; providing information on the FBISD website about opportunities to do business with FBISD.
- Providing information on the FBISD website about SBEP Eligible procurements.

II. OPERATIONAL PROCEDURES

The procedures herein are established to govern the program components of the SBEP, including, without limitation, program compliance, certification, specific implementation measures, small business status verification, and reporting of small business participation.

A. SCOPE

These procedures apply to all FBISD Departments, architectural/engineering firms, and general contractors performing work on SBEP Eligible contracts, and all certified Small Business Enterprises. These procedures apply to those SBEP-Eligible contracts as defined herein.

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B. OVERALL ANNUAL SBEP GOAL

1. An overall annual goal for small business participation in architectural design services, engineering design services, and construction services at FBISD is set at twenty-five (25%) percent of the dollar amount of all SBEP-Eligible contracts.

   FBISD staff shall provide updates/reports, when needed, to the FBISD Board of Trustees calculating small business utilization.

2. An SBEP-Eligible contract may otherwise be exempt from a small business goal if it is determined that one or more of the following is present:

   a. A public or administrative emergency exists that requires the goods or services to be provided with unusual immediacy; or

   b. The goods or services requested are of such a specialized, technical, or unique nature as to require FBISD to be able to select its contractor without application of small business provisions; or

   c. The application of small business provisions would impose an unwarranted economic burden or risk on FBISD, would unduly delay acquisition of the labor, goods or services, or would otherwise not be in the best interest of FBISD; or

   d. The possible small business participation level based on small business availability would produce negligible or no small business participation.

   All SBEP exemptions must be approved by an authorized FBISD representative.

C. PROGRAM ACTIVITIES AND RESPONSIBILITIES

In an effort to maximize the Program's activities, the following procedures are in place to maximize opportunities for small business participation:

1. FBISD has designated the Small Business Enterprise Program Coordinator to implement the District's structured small business program under the direction of the FBISD Design and Construction Department.
2. FBISD may designate staff members to act as advisors and to work directly with small businesses and contractors to provide information, assistance, and support. FBISD's Small Business Enterprise Program Coordinator and/or staff will undertake various tasks to make the Program workable, including the following:

   - Coordinate workshops and/or training sessions for small businesses on challenges frequently encountered by small businesses during the proposal process and generally when performing work for FBISD;

- In coordination with the Purchasing Department, provide specifications and requests for proposals to the small business community in a timely manner, to allow small businesses adequate opportunity to develop responsible and responsive quotations and proposals;
- Enhance the FBISD database to identify SBEP-Certified Small Businesses and assist Contractors in identifying SBEP-Certified Small Businesses with which to subcontract;
- Participate in pre-proposal seminars, when needed, to explain small business requirements, including explanation of the forms that must be submitted with a proposal;
- Coordinate outreach activities for small businesses to ensure access and opportunity to compete;
- Conduct internal information sessions to inform and acquaint FBISD staff with the goals and objectives of the SBEP and to sensitize them to the problems of small businesses;
- Maintain lists of SBEP-Certified Small Businesses and coordinate with listings from other agencies, e.g., Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, and City of Houston SBE Certification. These lists will be offered to contractors and FBISD staff to assist in program implementation;
- Maintain records showing specific efforts to identify and award Contracts to small businesses and establish a monitoring system to ensure that all Contractors, Subcontractors, consultants, and vendors comply with Contract specifications related to small business enterprise utilization;
- Maintain and update the FBISD website on the SBEP proposals and on other opportunities to do business with FBISD; and
- In coordination with the Purchasing Department, inform small businesses of proposal notices and specifications related to their capabilities by placing proposal notices in the appropriate trade bulletins, local newspapers, and other periodicals and informing local trade associations, technical assistance agencies, economic development groups, and small businesses with capabilities relevant to the proposal.

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3. FBISD shall update the website to assist small businesses and Contractors. The website will contain the following:

   - Procedures outlining specific steps regarding how to submit a proposal;
   - Prerequisites for submitting proposals on contracts;
   - Information regarding how plans and specifications can be obtained;
   - Names of persons to contact concerning questions on proposal documents; and
   - Names of Procurement officers and office hours

4. FBISD will maintain and have available an updated small business directory and source list(s) per proposal solicitation to facilitate identifying small businesses with capabilities relevant to general contracting requirements and to particular solicitations. FBISD will make the directory and source list(s) available to contractors to assist their efforts to meet the small business requirements.

D. PURCHASING METHODS

Purchasing methods used by FBISD for construction services may include Competitive Sealed Proposals, Design-Build, Construction Manager-at-Risk, Construction-Manager -Agent and Job Order Contracting. In deciding which purchasing method to utilize, FBISD will determine which purchasing method provides the best value to FBISD, in accordance with the law and Board Policy.

Offeror's who tender a Statement of Qualifications response are required to provide evidence of their intent and ability to fulfill the goals of the Small Business Enterprise Program.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO CONTRACTOR OR ANY OTHER PERSON OR FIRM IS INTENDED TO OR SHALL DERIVE ANY LEGAL OR EQUITABLE RIGHTS, DIRECTLY OR AS A THIRD PARTY BENEFICIARY, FROM FBISD'S SBEP. NOTHING IN THE SBEP SHOULD BE CONSTRUED TO GIVE A CONTRACTOR OR SUBCONTRACTOR A PROPERTY INTEREST IN A BID, PROPOSAL OR CONTRACT PRIOR TO THE FBISD BOARD OF TRUSTEES' AWARD OF THE CONTRACT AND COMPLIANCE WITH ALL STATUTORY AND OTHER LEGAL REQUIREMENTS.

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E. CERTIFICATION PROCEDURES

Fort Bend Independent School District's SBEP requires prior certification of a small business in order to count the participation of that small business toward program goals.

1. Eligibility Requirements for Certification
   To be eligible for certification as a small business, each applicant must do the following:

   - Demonstrate that the firm's gross revenues or number of employees averaged over the past five years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201;
   - Complete an SBEP application form for one of the FBISD approved certifying agencies.
   - Obtain certification from one of the FBISD recognized certifying agencies.

2. Certification Process

   a. To be eligible to participate in the SBEP, a small business must have certification of its small business status. Certifications may be obtained from public and private agencies that certify small businesses. FBISD does not represent that any particular agency employs the same definition of "small business" as that used by FBISD. It is the responsibility of the applicant to choose an agency for certification that uses FBISD's definitional criteria for small business.

      FBISD recognizes certification by the following agencies:
      Port of Houston Authority SBE Certification;
      Metropolitan Transit Authority of Harris County (METRO) SBE Certification;
      City of Houston SBE Certification; and
      Small Business Administration–SBA 8a (if authorized by the District for a procurement)

FBISD has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews in accordance with these Procedures. If a small business experiences any change in its certification status with its certifying agency (i.e. amendments, decertification, termination, graduation), the small business shall immediately notify FBISD of such change.

When an SBE certificate expires, a notification will be generated and submitted to the business. The business should obtain recertification through one of the certifying agencies accepted by FBISD, and forward the recertification certificate to the FBISD Small Business office within 10 business days.

3. Recertification Requirement
   A small business application is valid through the certification date provided by the certifying agency. To reapply, a business must submit a renewal application and evidence of continuing eligibility and certification to the FBISD certifying agency.

4. Revocation
   FBISD may revoke a previously approved application if it determines that the business does not meet the definition of a small business, or if the business fails to provide requested information in connection with an application review conducted by FBISD. A business may be disqualified from participation in the SBEP if the business fails to provide evidence of certification to FBISD. FBISD may also revoke a previously approved application if it determines that the small business is operating as a pass-through business or a non-small business affiliate. If a question arises regarding certification, FBISD will continue to count the previously certified small business as a SBEP Certified Small Business until the business's small business certification expires or is officially revoked.

5. Certification Reviews
   FBISD may conduct random certification reviews of certified businesses by auditing them to verify that the information submitted by the business is accurate and that the business remains eligible after certification has been granted. An application approval is subject to revocation if it is determined that a business does not qualify as a SBEP Certified Small Business under the terms of this Program. Certification reviews maybe conducted for any business that FBISD determines a certification review is warranted.

6. Limitations
   Notwithstanding any other provision of this Program, except upon a finding of good cause by FBISD, a firm shall be eligible to participate in the program until it can no longer qualify for reasons of growth or change in status.

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F. PROCEDURES FOR DETERMINING SATISFACTION OF GOOD FAITH EFFORTS REQUIREMENT

1. Each bidder, proposer, or respondent (hereinafter collectively referred to as "Proposer") must acknowledge FBISD's Non-Discrimination and Harassment Policy, which will be published in all solicitation documents. Said acknowledgment must include a statement evidencing the Proposer's awareness of FBISD's policy of nondiscrimination and affirmatively state that the Proposer has not and will not discriminate against any person or company on the basis of age, color, ethnic background, disability, family status, gender, national origin, race, religion, sex, sexual orientation, or veteran status in its participation in any aspect of the SBEP.

2. The Proposer must submit a Contractor's Small Business Plan (the "Plan") setting out how the SBEP goal for the proposed project is to be met. The Plan is to be submitted with the proposal response or within a period designated within the solicitation document, or upon notification of finalist or successful Proposer status. The Plan should be a simple, short statement of small business participation in the SBEP Eligible Contract. The Plan must include a list of SBEP Certified Small Businesses proposed as Subcontractors and suppliers. All small businesses listed must be approved as SBEP Certified Small Businesses by FBISD.

   The Plan must also include an SBE Participation Report for all listed small businesses, including the name of each small business, description of the scope of work to be performed, and the dollar value and percentage amount for each small business Contract.

   Agreements between a Proposer and a small business in which the small business promises not to provide subcontracting quotations to other Proposers shall be prohibited.

3. The Proposer shall adhere to the Plan submitted unless a waiver is received from the Small Business Enterprise Program Coordinator or FBISD authorized representative.

4. If the Proposer is unable to meet the SBEP goal, the Proposer must submit documentation of Good Faith Efforts to meet the small business participation goal. Such documentation shall be presented to the Small Business Enterprise Program Coordinator for review.

5. FBISD may consider future procurements, if a contractor failed to make Good Faith Efforts to meet the contract small business participation goal.

G. PROCEDURES FOR EVALUATING SMALL BUSINESS PARTICIPATION

Prior to any consideration of a bid or proposal for contract award, FBISD staff shall review submitted bids and proposals for verification of SBEP participation.

The staff evaluation process may utilize a point system based on evaluation criteria set forth in the procurement methods. A designated number of points will be set aside for small business participation, if applicable. Proposers may receive none, some, or all of the designated small business participation points, based on the Proposer's plan to satisfy small business participation goals. If, in the opinion of FBISD staff, the Proposer's response completely meets the stated small business participation goals, the total amount of eligible points will be awarded for small business participation.

The following is a sample point distribution sliding scale to be included in solicitation documents. FBISD reserves the right to adjust the sliding scale values published in a given solicitation, as deemed in the best interest of FBISD for that particular solicitation.

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

Points shall be awarded in accordance with the Proposer's response based on the architectural firm, engineering firm, or general contractor's commitment to small business subcontracting stated in the solicitation document and the point distribution sliding scale.

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 Certified Small Business Proposer, in addition to the value of work subcontracted to another small business.

If the Proposer itself is not a Certified Small Business, but has joint-ventured with another Certified Small Business, only the value of work to be self-performed by the Certified Small Business architectural firm, engineering firm, or general 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.

H. PROCEDURES FOR REPORTING SMALL BUSINESS PARTICIPATION

1. Once the contract is awarded, the following guidelines should be utilized to report small business participation in the awarded contract, as the measure of its progress in meeting SBEP goals:

    a. If the small business is a subcontractor, FBISD will count toward applicable small business goals the portion of the total dollar value of a contract that is subcontracted to the small business.

    b. If the small business subcontractor is a part of a joint venture, FBISD will count toward applicable small business goals a portion of the total dollar value of a contract with an SBEP-eligible joint venture equal to the percentage of the ownership of the small business partner in the joint venture, or the participation of the small business partner in the contract.

    c. If the solicitation contemplates the use of small business subcontractors and a small business is the prime contractor, FBISD may require the prime contractor small business to utilize other small businesses as subcontractors, and count toward applicable small business goals as provided below.

    d. If the solicitation contemplates the use of small business subcontractors and a small business is the firm or general contractor, FBISD will count small business participation in two separate ways as follows:

        i. FBISD will count the total dollar value of the contract awarded to the SBEP eligible firm or general contractor toward applicable small business goals if the firm or general contractor small business performs 100% of the work itself or subcontracts with other SBEP Certified Small Businesses to complete 100% of the work. However, if the firm or general contractor small business utilizes a non-small business subcontractor, FBISD will count the total dollar value of the awarded contract to the firm or general contractor small business, minus the dollar amount subcontracted to non-small businesses. FBISD will count toward applicable small business goals contract awards where good or services are procured from a small business in the form of a prime contractor and without additional small business subcontracting.

        ii. FBISD will count toward applicable small business goals only expenditures to small businesses that perform a commercially acceptable function in the work of a contract. FBISD will count toward the applicable small business goals only expenditures to SBEP Certified firm or general contractors or SBEP Certified first-tier subcontractors. Expenditures to subcontractors below the first-tier subcontract level will not be counted toward an applicable small business goal.

e. FBISD will count toward applicable small business goals contract expenditures for materials and supplies obtained from small business distributors and small business manufacturers, provided that these businesses assume the actual and contractual responsibility for the provision of the materials and supplies, and are a first-tier subcontractor/supplier.

f. FBISD will count toward applicable small business goals the following expenditures to small business firms that are not manufacturers or distributors:

i. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, provided that the fee or commission is determined by FBISD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

ii. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the materials and supplies, provided that the fee is determined by FBISD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

iii. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, if the fee or commission is determined by FBISD to be reasonable and not excessive as compared with fees customarily allowed for similar services. SBEP Certified Small Business subcontractors, and shall assure that all such contracts contain the terms set out in all required SBEP provisions.

2. Prior to award, the firm or general contractor shall designate a SBEP contact person who will administer the firm or general contractor's SBEP commitments and who shall be responsible for maintenance of records of Good Faith Efforts to subcontract with SBEP Certified Small Businesses.

3. After award, the firm or general contractor shall (1) submit FBISD Small Business Enterprise Program Utilization Reports to the SBEP office; and (2) make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of the contract.

4. In the event a SBEP Certified Small Business is suspended or removed for any reason, the firm/contractor shall make a Good Faith Effort to replace the small business with another SBEP Certified Small Business.

5. Non-discrimination and Legal Compliance. The SBEP adheres to the FBISD's Non-Discrimination and Harassment Policy. A firm/contractor or SBEP Certified Small Business may be found to have failed to satisfy the Good Faith Efforts of the SBEP if the firm/contractor or SBEP Certified Small Business violates FBISD's Non-Discrimination and Harassment Policy. Furthermore, violations of federal or state law or significant ordinances or regulations of any governmental unit may be deemed a failure to satisfy the Good Faith Efforts of the SBEP.

I. QUALITY CONTROL/QUALITY ASSURANCE

- Architect/Engineer Firm or General Contractor will provide notification to FBISD of SBE subconsultant/subcontractor change.

- Architect/Engineer Firm or GC will provide final SBE Utilization form listing all SBE's used on the project to the FBISD Small Business office.

- Contractor Utilization Report demonstrates the Bidder/Proposer's commitment to prompt payment, non-discrimination practices, the release of retain- age and the inclusion of these clauses in its subcontractor agreements.

  The Pledge must set forth:
  - A pledge that all subcontractors will be paid within FBISD guidelines from the Bidder/Proposer receiving payment from FBISD for amounts previously invoiced.
  - An affirmative statement by the Bidder/Proposer that it has adhered to FBISD Non-discrimination Mandate.
  - For construction contracts only retainage will be released to all sub-contractors within 30 days after satisfactory completion and approval of work performed.
  - Confirmation that the Bidder/Proposer will include the above clauses in its subcontractor agreements.
  - Score Card to constitute SBE Participation goal met.

FORT BEND INDEPENDENT SCHOOL DISTRICT
SUB-CONTRACTOR/SUB-CONSULTANT (INCLUDING SMALL BUSINESS ENTERPRISES) UTILIZATION REPORT

1. Project Name	2. Project Number	3. Application Number	4. Application Date	5. Reporting Period From: To:	6. SBE Goal	7. Scheduled Completion

This report is required by Fort Bend ISD – Failure to comply may result in FBISD commencing proceedings to impose sanctions on the Contractor/Consultant. In addition to pursing other legal remedies, sanctions may include the withholding of payments for work committed to Small Business Enterprises (SBE) participants and a negative recommendation on future bids by the Contractor/Consultant for Fort Bend ISD.

☐ **Note: SBE reporting for this pay period not applicable.**

8. Prime Contractor/Consultant's Name				9.Phone ( )	10.Fax ( )
11.Contractor/Consultant's Street Address / Suite # City State Zip			12. Project Manager (Prime)	13. PM's Phone # ( )	14. PM.'s Fax ( )
15.Current Contract Amount	16.Total Draw This Month	17. % SBE Billed to Date	18. Total Draw on Project to Date	19. % Complete to Date	

20. Federal ID Number	21. Sub-contractor / Sub-consultant	22. SBE Status	23. Work Description	24. Amount for Project	25. Amount of Current Draw	26. Total Billed to Date	27. Actual Start Date	28. Scheduled Completion Date

Commencing contract award, partial release of lien is expected from each Sub-contractor / Sub-consultant and shall accompany any application and certification for payment. Prompt payment to CONTRACTOR/CONSULTANT is dependent on appropriate documentation. The signature below of corporate officer attests to the accuracy of the information.

Company Seal

_____ _____
Signature of Company Officer Date

_____ _____
Title Telephone Number

STATE OF TEXAS, _____COUNTY
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public, State of Texas

My Commission Expires_____

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PROJECT NAME	CONTRACTOR'S NAME

20. Federal ID Number	21. Sub-contractor / Sub-consultant	22. SBE Status	23. Work Description	24. Amount for Project	25. Amount of Current Draw	26. Total Billed to Date	27. Actual Start Date	28. Scheduled Completion Date
	Total Small Business Sub-contractor(s)/Sub-consultant(s)			$	$	$		
	Total Non-Small Business Sub-contractor(s)/Sub-consultant(s)			$	$	$		
	Total Sub-contractor(s)/Sub-consultant(s)			$	$	$		

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INSTRUCTIONS

1. Name of Project
2. Project Number – (If applicable)
3. Application Number – from AIA document G702
4. Application Date is same date as on draw application
5. Reporting Period – from AIA document G702 "From: To:"
6. SBE Goal as set by the prime contractor for this project as applicable
7. Scheduled Completion date for your project per the approved contract or approved change order

8. – 10. Business name of prime contractor – phone & fax

11. Prime contractor mailing address

12.-14. Project Manager's name - phone & fax

15. Amount of contract including original contract amount, change orders and approved alternatives
16. The total of this draw or invoice as authorized on the AIA document G702
17. Percentage of project completed to this date by SBE Sub-contractor/Sub-consultant (Total SBE from Box 26 divided by Box 15)
18. The total amount invoiced on this project to date
19. Total percentage of project completed to date
20. Federal Identification Number
21. Business name of Sub-contractor / Sub-consultant
22. Sub-contractor's / sub-consultant's SBE Certification Designation as applicable (SBE=Small Business Enterprise; N=Non-Small Business Enterprise)
23. Brief description of work each sub will perform. (Roofing, HVAC, trash removal, consulting, etc)
24. List project value total contracted with each sub-contractor / sub-consultant
25. This month's draw amount for each sub-contractor/ sub-consultant
26. To date total billed to each sub-contractor / sub-consultant. The total amount summation must equal the % value listed in box number 17
27. Start date for each sub-contractor / sub-consultant contract
28. Scheduled completion date for each sub-contractor / sub-consultant contract

NOTE:

1. **This form must be submitted with every pay application**
2. **You must submit the partial release of liens with the pay application**
3. **You must have a copy of the SBE certification for <u>every</u> certified SBE sub-contractor/ sub-consultant on the job**
4. **If no SBE for reporting period is required, check the box indicating: "Note: SBE reporting for this pay period not applicable"**
5. **<u>This form must be notarized for each pay application or invoice submitted. The pay application can not be processed without this required certification</u>**

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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

TAB SERVICES PROVIDED BY OWNER

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. Owner will employ and pay for the service of an Independent Testing Agency for testing and balancing of HVAC systems.
   1. The testing, adjusting and balancing (TAB) of air conditioning systems will be performed by an impartial Independent Technical Firm whose operations are limited only to the field of professional TAB. TAB work shall be done under direct supervision of a professional engineer employed by the TAB firm.
   2. The Contractor shall cooperate with the Owner provided TAB firm; provide necessary data on design and proper application of system components; furnish labor and materials required to eliminate any deficiencies or mal-performance.

1.2 RELATED WORK

A. Drawings and General Provisions of the Contract, including General, Supplementary and Other Conditions and Division – 1 Specifications Sections, apply to work of this Section.

B. Refer to Division 23 and Division 26 for testing in conjunction with Mechanical and Electrical work.

1.3 LABORATORY DUTIES AND RESPONSIBILITIES

A. HVAC Testing and Balancing:
   1. TAB firm shall act as liaison between Owner, Architect, and Contractor and inspect installation of mechanical piping systems, sheet metal work, temperature controls, and other component parts of heating, air conditioning and ventilating systems. Inspection of work shall cover that part relating to proper arrangement and adequate provisions for testing and balancing.
   2. Upon completion of installation and start-up on mechanical equipment, check, adjust and balance system components to obtain optimum conditions in each conditioned space in building. TAB agency to submit to Owner, or Owner's delegated representative, complete reports on the balance and operation of systems.

1.4 CONTRACTOR'S RESPONSIBILITIES

A. HVAC Testing, Adjusting and Balancing
   1. Have all systems complete in operational readiness prior to notifying TAB firm that Project is ready for their services, and so certify in writing to Owner that such a condition exists.
   2. Make any changes in sheaves, belts and dampers or the addition of dampers required for correct balance as required by TAB firm, at no additional cost to the Owner.
   3. Provide and coordinate services of qualified, responsible subcontractors, suppliers and personnel as required to correct,

repair or replace any and all deficient items or conditions found during that testing, adjusting and balancing period.

4. In order that systems may be properly tested, balanced and adjusted as required by these specifications, operate said systems for length of time necessary to properly verify their completion and readiness for TAB and pay costs of operations during TAB period.
5. Provide time frame allowance in Contract completions schedule to permit completion of TAB services prior to Owner occupancy.
6. Should TAB be so notified and TAB work commences and the systems are found to not be in readiness or a dispute occurs regarding the readiness of systems, Contractor shall request an inspection be made by a duly appointed representative of Owner, Architect, TAB firm and Contractor. This inspection shall establish to the satisfaction of represented parties whether or not systems meet basic requirements for TAB services. Should inspection reveal TAB services notification to have been premature, Contractor shall pay for costs of the inspection and work previously accomplished by TAB firm. Furthermore, such items as are not ready for TAB services shall be completed placed in operations readiness and TAB services shall again be required.
7. Complete operational readiness, prior to commencement to TAB services shall include the following:
   a. Construction status of building permits closing of doors, windows and ceilings installed to obtain projected operational conditions.
8. Air Distribution Systems:
   a. Verify installation for conformity to design. Supply, return and exhaust ducts terminated and pressure tested for leakage as required by Specifications.
   b. Volume and fire dampers properly located and functional. Dampers serving requirements of minimum and maximum outside air, return and relief, shall provide tight closure and smooth operation.
   c. Supply, return, exhaust and transfer grills, registers, diffusers and terminal units installed.
   d. Air handling systems, units and associated apparatus, such as filter sections and access doors, shall be blanked or sealed to eliminate excessive bypass or air leakage.
   e. Fans (supply, return, and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements shall be proper size and rating; record motor amperage and voltage and verify name plate ratings are not exceeded.

9. Water Circulating Systems:
   a. Check and verify pump alignment and rotation.
   b. Position and valves pertinent to system design and require operation to permit full flow of water through system components. Operate hydronic systems under full flow conditions until circulating water is clean. Strainers shall be removed and cleaned as required during this cycle of operation.
   c. Record each pump motor amperage and voltage. Readings shall not exceed nameplate rating.
   d. Verify electrical heater elements to be of proper size and rating.
   e. Water circulating systems shall be full of water and free of air, expansion tanks set for proper water level and air vents installed at high points of systems and operating freely.
   f. Check and set operating temperature of heat exchangers to design requirements.
   g. Contractor to provide labor and chemical to clean and flush all chill water piping system. Contractor to coordinate with treatment provider to be sure chemicals used are compatible with owner's providers.
10. Automatic Controls:
   a. Verify that control components are installed in accordance with Project requirements and functional, including electrical interlocks, damper sequences, firestats, CO2 sensors, and smoke detectors.
   b. Controlling instruments shall be functional and set for designed operating conditions. Factory pre-calibration of thermostats will not be acceptable.
   c. Temperature regulation will be adjusted for proper relationship between controlling instruments and calibrated by control subcontractor using data submitted by TAB firm. The correctness of final setting shall be proved by taking hourly readings for a period for three (3) successive 8-hour days in a typical room on each separately controlled zone. Total variation shall not exceed two (2) degrees from present median temperature during entire temperature survey period.
11. TAB firm will not instruct or direct Contractor in any of the work, but will make such reports as are necessary direct to Owner. Plans and miscellaneous adjustment devices for purpose of adjustment to obtain optimum operation conditions; install these devices in a manner that will leave them accessible and readily accessible, provide access as required by TAB firm.
12. Provide approved submittal data on equipment installed and related changes required to accomplish test procedures outlined in this Section of the Specification.
13. Transmit one (1) copy of the following 'Record for Owner' to TAB firm for review and comments:
   a. 'As installed' drawings.
   b. Approved Fixture Brochure.

c. Approved Wiring Diagrams.
d. Approved Control Diagrams.
e. Approved Sequence of Operations
f. Shop Drawings.
g. Instructions.
h. Valve Charts.
i. Approved submittals for equipment, devices and accessories

1.5 Typical TAB Agency duties for HVAC TESTING, ADJUSTING AND BALANCING

A. Testing and Balancing Air Systems:

1. Test and adjust air systems to conditions set forth in Plans and Specifications. Air systems include:
   a. Supply Air Systems.
   b. Return Air Systems.
   c. Exhaust Air Systems.
2. In fan systems, air quantities indicated on Plans may be varied as required to secure a maximum temperature variation of two (2) degrees within each controlled space, but total air quantity indicated for each zone must be obtained.
3. Test and adjust blowers and fan to deliver CFM required by systems with concurrent recording of RPM, supply voltage and full load amperes. Report any changes of belts and sheaves required.
4. Mark pitot tube traverses of main supply, return and exhaust ducts and adjust fans and dampers to achieve specified air volumes. Patch and cover the pilot tube holes after air balancing is complete.
5. Test and adjust fresh air intake and return air dampers and louvers to conditions scheduled or required.
6. Test and record static pressure on entering and leaving side of each supply fan, exhaust fan filter, coil and balancing dampers and other components of the system.
7. Test and adjust supply air diffusers, grills, and return air registers to Specification requirements and as shown on Drawings. Adjust supply diffuser patter blades for proper air distribution in each room or space.
8. Measure temperature in each space and concurrent outside temperature.

B. Testing and Adjusting of Water System:

1. Flow of water through water coils shall be adjusted by adjusting valves until rated pressure drop across each coil is obtained and water flow verified by veturi readings. On those with three-way valves, rated pressure drop shall first be adjusted though coils in each of several systems and the temperature differential between inlet and outlet shall be determined to be in accordance with its rating. Bypass valves shall then be adjusted on each coil until an equal pressure drop between supply and return

connections is obtained with three-way valves set to bypass all coils in each of the several systems.

2. Geothermal Heat Pumps TAB shall be performed with a single unit per well field operating. This single unit balancing shall include both the air side, particularly the outside air, and the water side.

C. Testing and Adjusting of Automatic Controls:
   1. Test automatic controls, controlled devices, interlocks, safety devices associated with HVAC system for proper operation and sequence during heating, cooling, intermediate and smoke removal modes of operation. Adjust automatic controls to deliver required quantities of air at temperatures specified or scheduled on Plans and to maintain proper conditions in each room of the building.
   2. Report deficiencies or malfunctions to Owner or owner's representative.

D. Marking of Settings:
   1. Before final acceptance of reports is made, TAB firm shall furnish Owner the following data:
      a. Summary of main supply, return and exhaust dust pilot tube traverses and fan settings indicating minimum value required to achieve specified air volumes.
      b. A tabulated record of temperature in all spaces on each separately controlled zone, together with outside temperature at time of measurement.
      c. A list of measured air quantities at each outlet corresponding to temperature tabulation specified above.
      d. Air quantities at each return and exhaust air-handling devices.
      e. Supply pressure readings entering and leaving each supply fan, exhaust fan, filter, balancing dampers and other components of system. These readings shall be related to fan curves in terms of CFM handled.
      f. Motor current readings per phase at each equipment motor. Voltage at time of reading shall be listed.
      g. Water pressure reading at gauge connections. Pressure readings at coils and pumps shall be related to coil and pump curves in terms of GPM flow through metering stations at each coil if applicable.
      h. Water temperature readings entering and leaving each coil and heat exchanger under maximum load conditions in each case.
   2. The final report shall certify test methods and instrumentation used, final velocity ready obtained, air quantities at each outlet supply, return, exhaust, temperature, pressure drops, RPM of equipment, amperage of motors, air balancing problems encountered, recommendations and uncompleted punch list items.
   3. A summary of actual operating conditions shall be included on each system outlining normal and/or ventilation cycles of

operation. The intent of final report will provide a reference of actual operating conditions for Owner's operating personnel.

4. ‘
5. Insure that all systems area balanced at the proper time in the opposite season.

PART 2 PRODUCTS (Not Applicable)

End of Section 01 45 23 01

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.

E. Food Serving Units: Provide temporary units constructed onsite as indicated on Drawings.
   1. Walls, Ceiling: 5/8 inch thick gypsum board on metal stud framing.
   2. Finish: Epoxy paint.
   3. Floor Panels: Ram Board Pro Sheets, 48" x 96" panels.
   4. Floor Panel Accessories: Ram Board Pro Tape, 3 inch wood base.
   5. Doors and Frames: Wood, flush panel, painted finish, door hardware; key locks to FBISD key system.
   6. Lighting: 50 fc.
   7. Wall Louver: Coordinate size with exhaust fan cfm.
   8. Exhaust Fan: See mep drawings.

F. Portable Walk-in Refrigerators: Provide rented unit for duration of construction period at each campus. Reference food service drawings for proposed locations and mep drawings for temporary service connections.
   1. Size 8 ft. by 10 ft.

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.

L. Temporary Serving Enclosure: Provide and maintain temporary serving enclosures to serve food during renovation of kitchens. Serving facility shall incorporate the use of existing serving line equipment to serve food prepared at a remote facility. Provide temporary electrical, water and drain connections.

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.

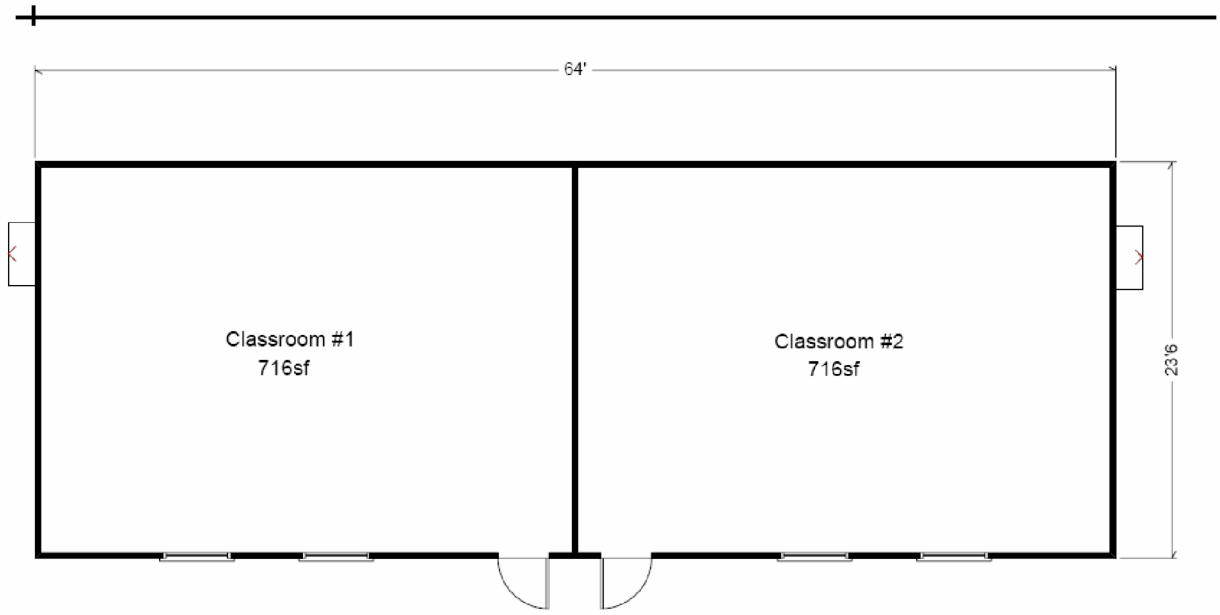
W. Hitch/Tires/Axles: Hitches will be removed and stored under building while tires and axles are to remain on the modules. Tires and axles will be removed only if necessary to complete the building installation due to site constraints and will also be placed under the modules.

1.5 Furniture, Fixtures, and Equipment (FF&E)

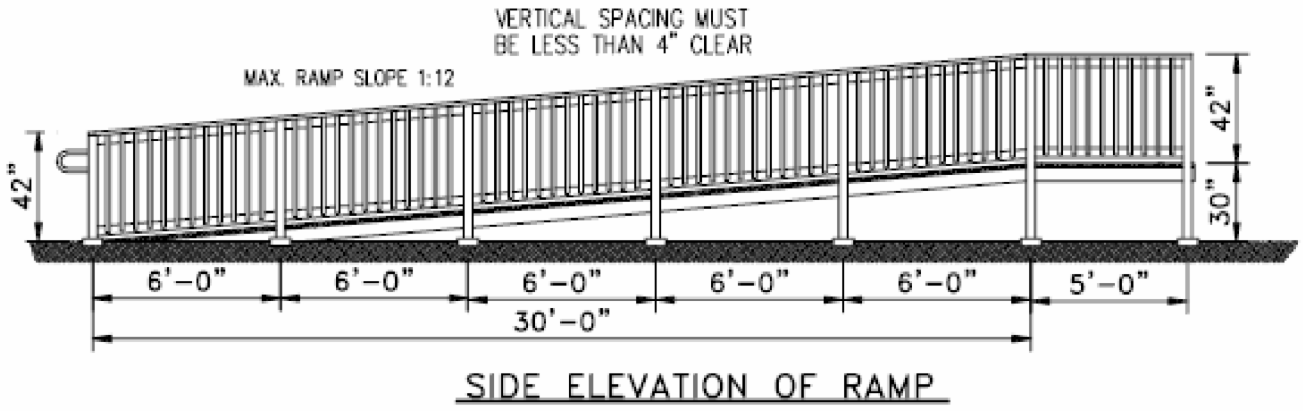
A. The Contractor shall furnish and set in place all FF&E items necessary for a functional classroom. The furniture may be provided by FBISD, but will be the full responsibility of the contractor to move to site and back to origin. These items should include, at a minimum: student desks and chairs, teacher 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

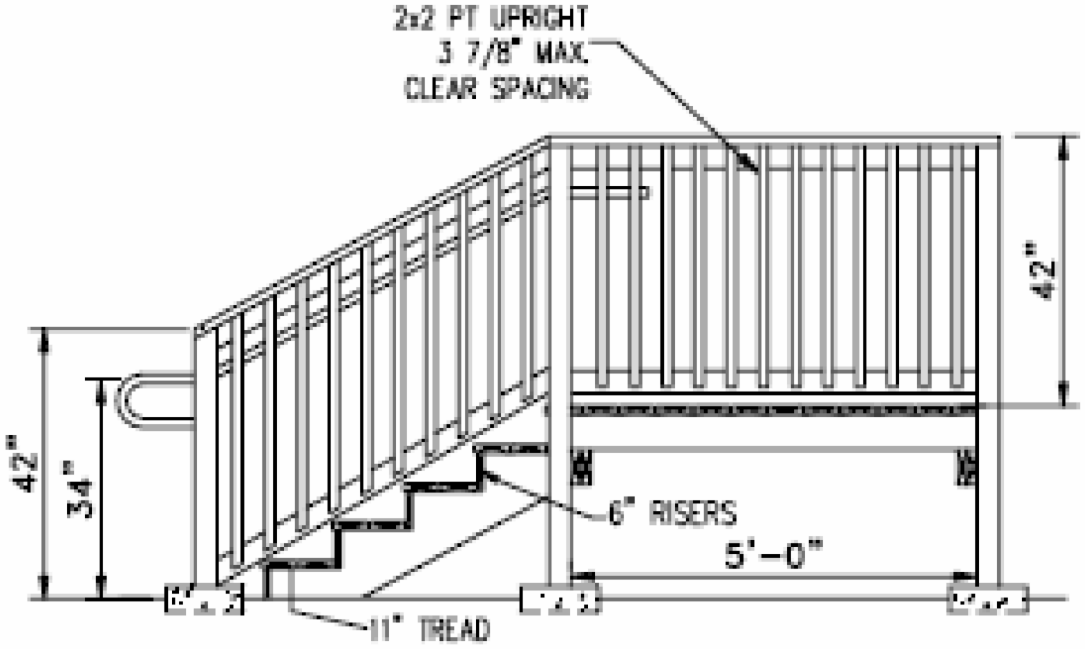
A. The following is a typical floor plan design guideline drawing:



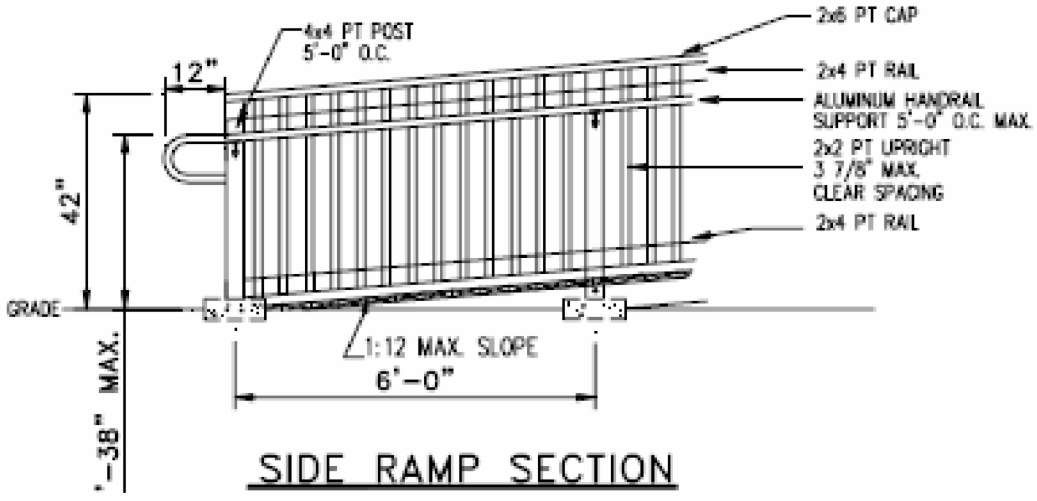
A. The following design guideline drawings are to be used for ramps/walkways:



SIDE ELEVATION OF RAMP



SIDE ELEVATION OF STEP



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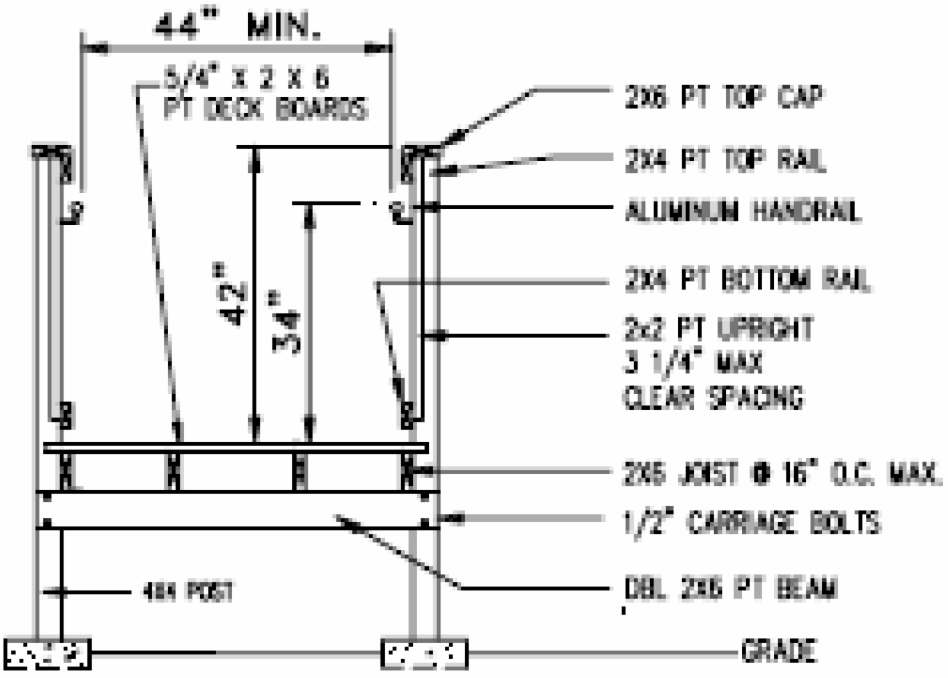

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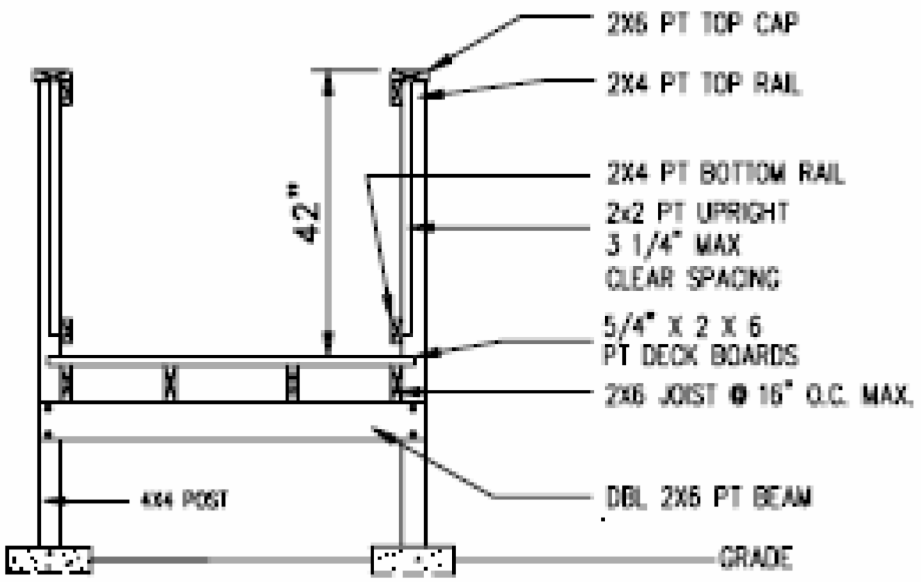

ELEV. WALKWAY SEC 'A'

End of Section 01 52 14

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for signs, signals, control devices, traffic barriers, flares, lights and traffic signals; construction parking control, designated haul routes, and bridging of trenches and excavations.

B. Qualifications and requirements for use of flagmen.

1.2 MEASUREMENT AND PAYMENT

A. Unit Price Contracts.

1. Traffic control and regulation. Payment will be based on Contractor's Schedule of Values for traffic control and regulation. Include preparation and submittal of traffic control plan if different than shown on Drawings, and provision of traffic control devices, equipment, and personnel necessary to protect the Work and public.
2. Flagmen. Payments will be based on Contractor's Schedule of Values for flagmen.
3. Refer to Division 1 for unit price procedures.

B. Stipulated Price Contracts. Include payment for work under this section in the total Stipulated Price.

1.3 REFERENCES

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD).

B. Article 4413 (29bb), commonly referred to as Private Investigators and Private Security Agencies Act, and Article 2.12, Texas Code of Criminal Procedure.

C. Areas having jurisdiction feedback and comments related to traffic control.

1.4 SUBMITTALS

A. Conform to requirements of Division 1.

B. Traffic control plan:

1. If using traffic control plan contained in the Contract without modification no additional information required.
2. If using a different traffic control plan, submit the plan for approval to the local Governing Jurisdiction, Owner and Engineer. The plan must conform to TMUTCD requirements and be sealed by a Registered Texas Professional Engineer. The Contractor is responsible for obtaining approval from the Governing entity if using an alternate plan.

C. Submit copies of approved lane closure permits issued by all governmental authorities via owners designated software.

D. Submit Schedules of Values for traffic control plan and flagmen within ~~30~~ 10 days following Notice to Proceed.

E. Submit records verifying qualifications of Uniformed Peace Officers and Certified Flagmen proposed for use on the Work via transmittal in owners designated software.

1.5 SUSTAINABLE DESIGN (LEED) REQUIREMENTS

A. New Schools shall be LEED Certified Projects.

1.6 FLAGMEN

A. Use Uniformed Peace Officers and Certified Flagmen to control movement of vehicular and pedestrian traffic when construction operations encroach on public traffic lanes.

B. Uniformed Peace Officer: Individual employed full-time as a peace officer who receives separate compensation as a privately employed flagman. Private employment may be an employee-employer relationship or on an individual basis. Flagman may not be in the employ of another peace officer nor be a reserve peace officer.

1. Uniformed Peace Officers may be:
   a. Sheriffs and their deputies;
   b. Constables and deputy constables;
   c. Marshals or police officers of an incorporated city, town or village; or
   d. As otherwise provided by Article 2.12, Code of Criminal Procedure.
2. The Uniformed Peace Officer must be a full-time peace officer, must work a minimum average of 32 paid hours per week, and must be paid a rate not less than the prevailing minimum hourly wage rate set by the federal Wage and Hour Act. The individual must be entitled to vacation, holidays, and insurance and retirement benefits.

C. Certified Flagman: Individual who receives compensation as a flagman and meets the following qualifications:

1. Formally trained and certified in traffic control procedures by the City's E. B. Cape Center.
2. Speaks English. Ability to speak Spanish is desirable but not required.
3. Paid for flagman duty at an hourly rate not less than the wage rate set for Rough Carpenter under the City of Houston's Wage Scale for Engineering Construction.

D. Certified Flagmen must wear a distinctive uniform, bright-colored vest, and be equipped with appropriate flagging and communication devices while at the Work site. They must also have in their possession while on duty, a proof of training identification card issued by the appropriate training institute.

PART 2 PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

A. Comply with TMUTCD requirements.

B. Traffic cones and drums, flares and lights: Conform to local jurisdictions' requirements.

2.2 PORTABLE LOW PROFILE CONCRETE BARRIERS

A. The low profile concrete barrier is a patented design. Information concerning this barrier may be obtained from Texas Transportation Institute, Texas A&M University System, College Station, Texas 77843-3135, (409) 845-1712.

PART 3 EXECUTIO0N

3.1 PUBLIC ROADS

A. Submit requests forms for lane closure and sidewalk closure to the appropriate governmental authority prior to need for blocking vehicular lanes or sidewalks. Do not block lanes or sidewalks without approved permits.
B. Follow laws and regulations of governing jurisdictions when using public roads. Pay for and obtain permits from jurisdiction before impeding traffic or closing lanes. Coordinate activities with Owner's Representative.
C. Give Owner's Representative one-week notice before implementing approved traffic control phases. Inform local businesses of impending traffic control activities.
D. Notify police department, fire department, METRO, and local schools, churches, and businesses in writing a minimum of five business days prior to beginning work.
E. Maintain 10-foot-wide all-weather lanes adjacent to the Work for emergency vehicle use. Keep all-weather lanes free of construction equipment and debris.
F. Do not obstruct normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by Owner's Representative.
G. Maintain local driveway access to residential and commercial properties adjacent to work areas at all times. Use all-weather materials approved by architect or Owner's Representative to maintain temporary driveway access to commercial and residential driveways.
H. Keep streets entering and leaving job site free of excavated material, debris, and foreign material resulting from construction operations in compliance with applicable ordinances.
I. Remove or cover existing signage and striping that conflict with construction activities or that may cause driver confusion.
J. Provide safe access for pedestrians along major cross streets.
K. Alternate closures of cross streets so that two adjacent cross streets are not closed simultaneously.
L. Do not close more than two consecutive esplanade openings at a time without prior approval from Owner's Representative.

3.2 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and the Owner's operations.
B. Monitor and control parking of construction personnel's vehicles in existing facilities. Provide a layout plan designating construction personnel parking for approval by owner's representative using submittal procedures in 01 33 00 in kahua. Maintain vehicular access to and through parking areas.
C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.3 FLARES AND LIGHTS

A. Provide lights or reflectors during hours of low visibility to delineate traffic lanes and to guide traffic.

3.4 HAUL ROUTES

A. Utilize haul routes designated by authorities or shown on Drawings for construction traffic.
B. Confine construction traffic to designated haul routes.
C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.5 TRAFFIC SIGNS AND SIGNALS

A. Construct necessary traffic control devices for temporary signals required to complete the Work including loop detectors, traffic signal conduits, traffic signal wiring and crosswalk signals. Notify the governmental agency having jurisdiction in advance of need for control boxes and switchgear. The Contractor will pay for all necessary service, programming or adjustments, to signal boxes and switchgear if required during construction.
B. Install and operate traffic control signals to direct and maintain orderly traffic flow in areas under Contractor's control affected by Contractor's operations. Post notices, signs and traffic controls before moving into next phase of traffic control.
C. Relocate traffic signs and signals as the Work progresses to maintain effective traffic control.
D. Unless otherwise approved by Owner's Representative, provide driveway signs with name of business that can be accessed from each crossover. Use two signs for each crossover.
E. Replace existing traffic control devices in Project area.
F. Owner's Representative may direct Contractor to make minor adjustments to traffic control signage to eliminate driver confusion and maintain orderly traffic flow during construction at no additional cost to the Owner.

3.6 BRIDGING TRENCHES AND EXCAVATIONS

A. When necessary, construct bridges over trenches and excavation to permit an unobstructed flow of traffic across construction areas and major drives. Use steel plates of sufficient thickness to support H-20 loading and install to operate with minimum noise. All bridging provided for vehicular or equipment traffic will be approved by an engineer at contractor's expense.
    1. Shore trench or excavation to support bridge and traffic.
    2. Secure bridging against displacement with adjustable cleats, angles, bolts or other devices when:
        a. Bridging is placed over existing bus routes,
        b. More than five percent of daily traffic is comprised of commercial or truck traffic,
        c. More than two separate plates are used for bridging, and
        d. When bridge is to be used for more than five consecutive days.
    3. Extend steel plates used for bridging a minimum of 1 foot beyond edges of trench or excavation. Use temporary paving materials such as premix to feather edges of plates to minimize wheel impact on secured bridging.

3.7 REMOVAL

A. Remove equipment and devices when no longer required.
B. Repair damage caused by installation.
C. Remove post settings to a depth of 2 feet.

3.8 TRAFFIC CONTROL, REGULATION AND DIRECTION

A. Use Flagmen to control, regulate and direct an even flow and movement of vehicular and pedestrian traffic, for periods of time as may be required to provide for public safety and convenience, where:
   1. Multi-lane vehicular traffic must be diverted into single lane vehicular traffic,
   2. Vehicular traffic must change lanes abruptly,
   3. Construction equipment must enter or cross vehicular traffic lanes and walks,
   4. Construction equipment may intermittently encroach on vehicular traffic lanes and unprotected walks and crosswalks,
   5. Traffic regulation is needed due to rerouting of vehicular traffic around the Work site, and
   6. Where construction activities might affect public safety and convenience.

B. Use of Flagmen to assist in the regulation of traffic flow and movement does not relieve Contractor of responsibility to take other means necessary to protect the Work and public.

3.9 INSTALLATION STANDARDS

A. Place temporary pavement for single lane closures, in accordance with TMUTCD.

B. Reinstall temporary and permanent pavement markings as approved by Owner's Representative. When weather conditions do not allow application according to manufacturer's requirements, alternate markings may be considered. Submit proposed alternate to AHJ's or Owner's Representative for approval prior to installation. No additional payment will be made for use of alternate markings.

3.10 MAINTENANCE OF EQUIPMENT AND MATERIAL

A. Submit name, address and telephone number of individual designated to be responsible for maintenance of traffic handling at construction site to Owner's Representative. Individual must be accessible at all times to immediately correct deficiencies in equipment and materials used to handle traffic including missing, damaged, or obscured signs, drums, barricades, or pavement markings.

B. Inspect signs, barricades, drums, lamps and temporary pavement markings daily to verify that they are visible, in good working order, and conform with traffic handling plans as approved by Owner's Representative. Immediately repair, clean, relocate, realign, or replace equipment or materials that are not in compliance.

C. Keep equipment and materials, signs and pavement markings, clean and free of dust, dirt, grime, oil, mud, or debris.

D. Obtain approval of Owner's Representative to reuse damaged or vandalized signs, drums, and barricades.

End of Section 01 55 26

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 protection and pruning of existing trees and plants that are affected by execution of the work, whether temporary or permanent construction.

B. Related Sections.

1. Division 01 Section “Temporary Facilities and Controls” for temporary site fencing.
2. Division 03 Section “Site Clearing” for removing existing trees and shrubs.
3. Division 32 Section “Turf and Grasses” for turf (lawn) and meadow planting, hydro seeding and erosion control materials.
4. Division 32 Section “Plants” for border edgings.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100 mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100 mm) size.

B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a perimeter rigid fence established two (2) feet outside the tree dripline.

C. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

C. Qualification Data: For qualified arborist and tree service firm.

D. Certification: For arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees are promptly and properly treated and repaired when damaged.

E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

F. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

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.

1.5 QUALITY ASSURANCE

A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located.
B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
C. Pre-installation Conference: Conduct conference at Project Site.
    1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
        a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
        b. Enforcing requirements for protection zones.
        c. Arborist's responsibilities
        d. Field Quality Control.

1.6 PROJECT CONDITIONS

A. 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.
B. Do not direct vehicle or equipment exhaust toward protection zones.
C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 PRODUCTS

2.1 Materials

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; 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 1 inch (25 mm) in diameter, and free of weeds, roots, and toxic and other non-soil materials.
    1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
B. Topsoil: Complying with plant material notes as indicated on the drawings.

C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
    1. Type: Pine Straw
    2. Color: Natural
    3. Application: Four (4) inches thick
D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
    1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2 inch (50 mm) opening, 0.148 inch (3.76 mm) diameter wire chain-link fabric; with pipe posts, minimum 2 -318 inch (60 mm) OD line posts, and 2-718 inch (73 mm) OD comer and pull posts; with 1-518 inch (42 mm) OD top trails, with 0.177 inch (4.5 mm) diameter top tension wire and 0.177 inch (4.5 mm) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
    2. Height: 6 feet (1.8 m)
    3. Gates: Single swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches (914 mm)
E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
    1. Size and Text: 18”x 24”
    2. Lettering: 3 inch (75 mm) high minimum, white characters on red background

PART 3 EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do no enter or cross protection zones.
B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1 inch (25 mm) blue-vinyl tape around each tree trunk at 54 inches (1,372 mm) above the ground.
B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused be dewatering operations.
C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
    1. Apply 4 inch (100 mm) average thickness or organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

2. In those instances where a proposed vehicular drive occurs within the tree protection zone, 1 inch thick plywood shall be placed a top 6 inch thick organic mulch within the affected area. This application shall remain in place until roots within drive area are pruned under supervision of a licensed arborist for installation of pavement.

3.3 TREE AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
   1. Chain-Link Fencing: Install to comply with ASTMF567 and with manufacturer's written instructions.
   2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
   3. Access Gates: Install as described in Section 2.1.D.2; adjust 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. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 35 feet (10.5 m) on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. 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.

E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
   1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
   2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Earth Moving".

B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilizes. Cut roots as required for root pruning.
C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.
D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune roots that are affected by temporary and permanent construction. Prune roots as directed and under the supervision of an arborist licensed in the jurisdiction of the construction activity.
B. Root pruning at Edge of Protection Zone: Pune roots as directed by arborist licensed in the jurisdiction of the construction activity.
C. Root Pruning within Protection Zone.

3.6 CROWN PRUNING

A. Prune branches that affected by temporary and permanent construction. Prune branches as directed by an arborist licensed in the jurisdiction of the construction activity.
    1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
    2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
    3. Cut branches with sharp pruning instruments; do not break or chop.
    4. Do not apply pruning paint to wounds.
B. Chip removed branches and dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
    1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single un-compacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: 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.
   1. Submit details of proposed root cutting and tree and shrub repairs.
   2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
   3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
   4. Perform repairs within 24 hours.
   5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable or restoring to normal growth pattern. Consult with Architect if tree is a live oak.
   1. Proved new trees of same size and species as those being replaced for each tree that measures 4 inches (100 mm) or smaller in caliper size.
   2. Provide two (2) new trees of 6 inch (150 mm) caliper size for each tree being replaced that measure more than 4 inches (100 mm) in caliper size.
      a. Species: All trees.
   3. Plant and maintain new trees as specified in Division 32 Section "Plants".

3.10 DISPOSAL OR SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

End of Section 01 56 39

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

SECTION 01 57 13 – EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section pertains to the 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 Storm Water Pollution Prevention Plan (SWPP PLAN), on the plans or required by the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

B. The Contractor is responsible for meeting all local, state and federal regulations regarding erosion control including the applicable provisions of the National Pollution Discharge Elimination System, Phase II, regulations from the Clean Water Act.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavation activities, as well as other construction related activities (e.g., stock piling of fill material, demolition).

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. Operator - The person or persons associated with a large or small construction activity that is either a primary or secondary as defined below:
      a. Primary Operator – the person or persons associated with a large or small construction activity that meets either of the following two criteria:
         i. The persons have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
         ii. The person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWPP PLAN) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPP PLAN or comply with other permit conditions).
      b. Secondary Operator – The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operator if there are no other operators at the construction site.

E. Best Management Practices (BMP's): Physical facilities schedules of activities, prohibition of practices, maintenance procedures, and other management practices, when properly designed, installed, and maintained, will be effective to prevent or reduce the discharge of pollution associated with construction activities. BMP's also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

F. Block Sodding: Sodding for erosion control and for final stabilization shall consist of providing and planting Bermuda grass, San Augustine grass, or other acceptable sod along or across such areas as are designated on the drawings and in accordance with the specification requirements herein outlined.

G. Hydromulch Seeding: Seeding, followed by the application of a mulch erosion control blanket shall consist of preparing the ground, sowing of seeds, application of a fertilizer, and stabilization with mulch consisting of a biodegradable fiber along and across such areas as are designated on the plans and in accordance with these specifications

H. Silt Fence: The reinforced filter fabric barrier consists of geotextile fabric supported by a net reinforced fence stretched across and attached to supporting posts or frame and entrenched. Work shall be performed during construction operations and prior to final stabilization to control erosion and sedimentation as designated on the plans and in accordance with these specifications.

I. Inlet Protection Barriers: The inlet protection barrier consists of a geotextile fabric (filter fabric) supported by a net reinforced fence structure and constructed around a storm drain inlet, catch basin, or culvert. An alternative design of the inlet protection barrier, as approved by the Engineer, consists of fiber rolls placed around a frame, staked in place (or weighted down with clean gravel bags), and constructed around a storm drain inlet, catch basin or culvert. This work shall be performed during construction operations and prior to final stabilization to control erosion and sedimentation. As designated on the plans and in accordance with these specifications.

J. Sediment Basins: A sediment basin is a temporary basin or dam constructed across a waterway or excavated location to intercept sediment-laden runoff and to trap and retain the sediment. A sediment basin is usually installed at points of discharge from drainage areas greater than 5 acres. Work shall be performed during construction operations and prior to final stabilization to control erosion and sedimentation as designated on the plans and in accordance with these specifications.

K. Stabilized Construction Access: This work shall consist of the installation of temporary erosion protection and sediment control stabilized construction access - type I, rock, utilized during construction operations and prior to final stabilization, in accordance with these specifications and construction drawings.

L. Rock Filter Dams: Rock filter dams are temporary berms constructed of stone to intercept and slow storm water runoff to retain sediment on the construction site.

1. Depending upon the type of rock filter dam specified in the construction plans as Type 1, 2, 3, or 4, the aggregate fill may be unwrapped, wrapped in twisted

hexagonal wire mesh, or confined in a gabion wire basket. Applications of Rock Filter Dams are as follows:

a. Type 1 dams may be used at toe of slopes, around inlets, in small ditches, and at dike or swale outlets. Type 1 dams are recommended for erosion and sediment control from a drainage area of 5 acres or less.
b. Type 2 dams may be used in ditches and at dike or swale outlets.
c. Type 3 dams may be used in stream flow.
d. Type 4 sack gabions may be used in ditches and smaller channels to form an erosion and sediment control dam

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction for work in the right-of-way or easements.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the contractors own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 SUBMITTALS

A. Submit a copy of the Storm Water Pollution Prevention Plan (SWPP Plan).

B. Submit a copy of the Notice of Intent (NOI).

C. Submit a copy of the Notice of Termination (NOT).

D. Submit manufacturer's literature for product specifications and installation instructions.

E. Submit manufacturer’s catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

F. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

G. Submit shop drawings for inlet baskets.

1.05 QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

PART 2 – PRODUCTS

2.01 SUSTAINABLE MATERIALS

A. Contractor shall strive to utilize sustainable materials, which include rapidly renewable materials, regional materials, regionally manufactured materials, regionally extracted materials, recycled contents.

2.02 GRASS

A. Materials for erosion control seeding shall conform to the requirements of 32 92 13 – Hydromulch Seeding.

B. Materials for erosion control seeding shall conform to the requirements of 32 92 00 – Turf and Grasses.

2.03 BANK SAND BACKFILL

A. Durable bank run sand classified as SP, SW, or SM by Unified Soil Classification System (ASTM D 2487) meeting following requirements:

1. Less than 15 percent passing number 200 sieve when tested in accordance with ASTM D 1140. Amount of clay lumps or balls may not exceed 2 percent.
2. Material passing number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318: PI not exceeding 7.

2.04 WATER

A. Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter or other substances injurious to the finished product.

B. Water sources other than the local municipal domestic water supply must be approved by the Owner's Representative.

C. If onsite reclaimed water sources are used, tanks and appurtenances must be clearly marked with the words "non-potable" water.

2.05 STABILIZED CONSTRUCTION ACCESS

A. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4 to 8-inches aggregate for Type 1. Use 2 to 4-inches aggregate for Type 3.

2.06 SILT FENCE

A. Woven or nonwoven geotextile filter fabric made of polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), CBR puncture strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees F.

D. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

E. TenCate Geosynthetics, Contech Engineered Solutions, or equivalent.

2.07 INLET PROTECTION BARRIERS

A. Geotextile shall be per the requirements of paragraph 2.6 of this section.

B. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

C. Barrier Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 12 inch bury and full height of filter fabric.

2.08 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket.

C. Weld aminimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.09 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.
2. Minimum grab strength of 100 lbs in any principal direction (ASTM D4632).
3. Mullen burst strength exceeding 300 lbs (ASTM D4833).
4. Ultraviolet stability exceeding 70 percent. After 500 hours of exposure (ASTM 4355).
5. Size: Length: 18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: Approximately 40 to 50 pounds not to exceed 75 pounds.

2.10 BAGGED GRAVEL BARRIER

A. Provide a bagged gravel barrier.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 lbs in any principal direction (ASTM D4632).
3. Mullen burst strength exceeding 300 lbs (ASTM D4833).
4. Ultraviolet stability exceeding 70 percent. After 500 hours of exposure (ASTM 4355).
5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: Approximately 40 to 50 pounds not to exceed 75 pounds.

2.11 ROCK FILTER DAM

A. Materials. Geotextile fabric shall consist of a woven monofilament or spunbond nonwoven fibers consisting of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins. Geotextile fabric shall equal or exceed the following average roll values or as directed by the Engineer:

1. Minimum average roll value.
   a. Elongation ³ 50 percent.
   b. Grab Strength – 200 pounds.
   c. Puncture Strength – 75 pounds.
   d. UV Stability (retained strength) – 50 percent after 500 hours of exposure.
2. Maximum average roll value.
   a. Apparent Opening Size (AOS) – 0.6 mm/#30 US sieve.

B. Geotextile fabric shall be resistant to commonly encountered soil chemicals, mildew, rot, insects, and deterioration resulting from exposure to sunlight or heat. Geotextile fabric shall provide an expected useable life comparable to the anticipated construction period.

C. Aggregate for the rock filter dams shall consist of crushed stone. Aggregate particles shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials or organic and injurious matter. Aggregate shall be cubic or rounded form, not elongated, flat, shapes. Spalls, fragments, and chips shall not exceed 5 percent by weight. Crushed concrete may be substituted for the crushed stone. Aggregate size shall depend upon the type of rock filter dam specified in the construction plans. Aggregate size based on type of rock filter dam is as follows:

1. Type 1:
   a. Used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets for a drainage area of 5 acres or less.
   b. 3 inches to 5 inches, open-graded.
2. Type 2:
   a. Used in ditches and at dike or swale outlets.
   b. 3 inches to 5 inches, open-graded.
3. Type 3:
   a. Used in stream flow.
   b. 4 inches to 8 inches, open-graded.
4. Type 4:
   a. Sack gabions may be used in ditches and smaller channels to form an erosion and sediment control dam.
   b. 3 inches to 5 inches, open-graded.

D. Mesh is required for reinforced type rock filter dams. Mesh shall be 20 gauge galvanized double twisted hexagonal wire mesh with 1-inch diameter hexagonal

openings. Mesh wire shall be zinc coated prior to being double twisted. Reinforcing spiral binders, lacing wire, and stiffeners shall be made of wire having the same coating material and same wire size as the wire mesh. Gabion wire baskets shall equal or exceed the requirements of the wire mesh.

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction. Restore damaged improvements to their original condition, as acceptable to Owner.

C. Plan Work to minimize the time areas are to be exposed without vegetative cover.

D. Prepare a SWPP Plan following the requirements of the Construction General Permit and the requirements of the local MS4. If conflicts exist between the Construction General Permit and the requirements of the MS4, the more stringent requirements will apply.

1. Update or revise the SWPPP as needed during the construction following the requirements of the Construction General Permit.
2. Submit the SWPPP and any updates or revisions to the Owner's Representative for review and address comments prior to commencing, or continuing, construction activities.

E. Notice of Intent for Large Construction Activity
1. Fill out, sign, and date TCEQ Notice of Intent (NOI) form for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000) for the Contractor and Owner.
2. Transmit the signed Contractor's and Owner's copy of the NOI, along the required fees to the TCEQ. Provide a copy of the documents to the Owner's Representative.
3. Submission of the Notice of Intent form by the Contractor and Owner is required a minimum of seven days before Commencement of Construction Activities.

F. Construction Site Notice for Small Construction Activity
1. Fill out, sign, and date the Construction Site Notice, contained in the TPDES General Permit TXR 150000.
2. Transmit the signed Construction Site Notice to Owner's Representative at least seven days prior to Commencement of Construction Activity.

G. Certification Requirements
1. Complete the Large Construction Site "Primary Operator" Notice.
2. Contractor shall complete the Large Construction Site "Secondary Operator" Notice and provide it to the Owner and Subcontractor's for signature.
3. Submit properly completed certification forms to the Owner's Representative for review before beginning construction operations.
4. Conduct inspections in accordance with TCEQ requirements. Use the EPA NPDES Construction Inspection Form to record maintenance inspections and repairs.

H. Post the following notices from effective date of the SWPP Plan until date of final site stabilization as defined in the Construction General Permit:
   1. Post the TPDES permit number for Large Construction Activity, with a signed TCEQ Construction Site Notice for large or Small Construction Activity. Signed copies of the Contractor's and Owner's NOI, as applicable, must also be posted.
   2. Post notices near the main entrance of the construction site in a prominent place where it is safely and readily available for viewing by General Public, Local, State, and Federal Authorities. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWPP PLAN.
      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 access area.
   4. Post a notice of waste disposal procedures in a readily visible location on site.

I. Keep a copy of this document and the SWPP Plan 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 SWPP Plan implementation shall have a copy of the SWPP PLAN available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWPP Plan. Upon submission of the NOT, submit all required forms and a copy of the SWPP Plan with all revisions to the Owner's Representative.

3.02 GENERAL

A. Use all means necessary to control dust on or near the site resulting from the performance of the Work. Thoroughly moisten all surfaces to prevent dust being a nuisance to the public, adjacent uses, and concurrent work on site. Moisture level during compaction operations shall not exceed that amount as specified by Geotechnical Engineer.

B. Install erosion control systems at the site's boundary at locations where stormwater runoff will leave the site prior to starting any clearing, stripping, or earthwork operations.

C. Properly dispose of solid waste, paints, solvents, cleaning compounds, etc.

D. Store construction materials in designated areas away from drainageways and low areas.

E. Construct containment berms and utilize drip pans at fuel and liquid storage tanks and containers.

3.03 INSTALLATION OF EROSION CONTROL DEVICES

A. Install erosion control devices to protect adjacent and downstream properties from damage and pollution resulting from erosion caused by the work of this Contract. Implement erosion control measures indicated on drawings and additional erosion control measures necessary to prevent damage to adjacent and downstream properties.

B. Install silt fence located along perimeter of site or grading limits immediately following site clearing operations specified under Division 31 Section 31 11 00 – Clearing and Grubbing.

1. Install silt fence fabric from a continuous roll for the length of the silt fence whenever possible to minimize the number of joints. Create joints in fabric by securely fastening fabric at the support post with overlap extending to the next post.
2. Drive support post into ground not less than 18 inches.
3. Excavate a 4-inch wide by 4-inch deep trench on up-slope side of silt fence.
   a. Line trench with silt fence fabric material.
   b. Backfill trench with soil or gravel.

C. Install inlet protection barriers at all inlets.

D. Stabilized Construction Access

1. Provide stabilized construction roads and access at construction, staging, parking, storage, and disposal areas to keep street clean of mud carried by construction vehicles and equipment. Construct erosion and sediment controls in accordance with Drawings, Specification and any requirements of the authority having jurisdiction.
2. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap.
3. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as required.
4. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.04 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

B. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

C. Stockpile Topsoil may not exceed 6 feet in height.

3.05 FIELD QUALITY CONTROL

A. Testing shall be the responsibility of the Owner and costs of initial testing shall be paid by Owner. Cost of all subsequent testing necessary due to non-compliance with specifications shall be paid by Contractor.

B. Density Test:

1. Frequency and scope of testing shall be established by Geotechnical Engineer, and as required by local jurisdictional authority. If Geotechnical Engineer has not established a frequency of testing in the Geotechnical Report, testing shall be at every 100 linear foot of trench at a minimum of one per lift and a minimum of one per day.
2. Tests shall be performed in accordance with the referenced Standards.
3. Laboratory tests for moisture density relations shall be determined in accordance with ASTM D 1557. A minimum of one test shall be performed for each major soils type. In addition, sufficient number of retests or check points shall be performed to evaluate accuracy of maximum density values being used.
4. Field in-place density shall be determined in accordance with ASTM Test Methods D 1556 or D 2922, and the moisture-density relations shall be determined in accordance with ASTM Test Method D 1557.
5. Reopen improperly compacted trenches to depth directed, then refill and compact to the specified density at no additional cost to Owner

3.06 DRAINAGE CONTROLS

A. Provide all necessary temporary apparatus, pumps, curbs or ditches as required to divert or convey water from any source away from the Work. Do not allow water from any source to accumulate within or damage trenches.

END OF SECTION 31 22 13

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations and foundation beds in stable condition, and controlling ground water conditions for tunnel excavations.
B. Protecting work against surface runoff and rising floodwaters.
C. Trapping suspended sediment in the discharge form the surface and ground water control systems.

1.2 SUSTAINABLE DESIGN (LEED) REQUIREMENTS

A. New School Projects shall be LEED Certified Projects.

PART 2 MEASUREMENTS AND PAYMENT

2.1 UNIT PRICES

A. Measurement for control of ground water, if included in Bid Form, will be on either a lump sum basis or a linear foot basis for continuous installations of well points, eductor wells, or deep wells.
B. If not included in Bid Form, include the cost to control ground water in unit price for work requiring such controls.
C. No separate payment will be made for control of surface water. Include cost to control surface water in unit price for work requiring controls.
D. Follow Division 1 for unit price procedures.

2.2 REFERENCES

A. ASTM D 698 - Standard Test Methods for Laboratory Compaction of Soils Using Standard Effort (12,400 ft-lbf/ft3 (600kN-m/m3).
B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).
C. Storm Water Management Handbook for Construction Activities prepared by Cities having jurisdiction authority.

2.3 DEFINITIONS

A. Ground water control system: system used to dewater and depressurize water-bearing soil layers.
    1. Dewatering: lowering the water table and intercepting seepage that would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts; and disposing of removed water. Intent of dewatering is to increase stability of tunnel excavations and excavated slopes, prevent dislocation of material from slopes or bottoms of excavations, reduce lateral loads on sheeting and bracing, improve excavating and hauling characteristics of excavated material, prevent failure or heaving of bottom of excavations, and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
    2. Depressurization: includes reduction in piezometric pressure within strata not controlled by dewatering alone, necessary to prevent failure or heaving of excavation bottom or instability of tunnel excavations.
B. Excavation drainage: includes keeping excavations free of surface and seepage water.

C. Surface drainage: includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines necessary to protect Work from any source of surface water.
D. Monitoring facilities for ground water control system: includes piezometers, monitoring wells and flow meters for observing and recording flow rates.

2.4 PERFORMANCE REQUIREMENTS

A. Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater control systems. Submit proposed method and spacing of readings for review prior to obtaining water level readings.
B. Design ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Division 2 to produce following results:
    1. Effectively reduce hydrostatic pressure affecting:
        a. Excavations.
        b. Tunnel excavation, face stability or seepage into tunnels.
    2. Develop substantially dry and stable subgrade for subsequent construction operations.
    3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities and other work.
    4. Prevent loss of fines, seepage, boils, quick condition, or softening of foundation strata.
    5. Maintain stability of sides and bottom of excavations.
C. Provide ground water control systems that include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
D. Provide drainage of seepage water and surface water, as well as water from other sources entering excavation. Excavation drainage may include placement of drainage materials, crushed stone and filter fabric, together with sump pumping.
E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.
F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
G. Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, adjacent water wells, or potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of system to protect property as required.
H. Install an adequate number of piezometers installed at proper locations and depths, necessary to provide meaningful observations of conditions affecting excavation, adjacent structures and water wells.
I. Install environmental monitoring wells at proper locations and depths necessary to provide adequate observations of hydrostatic conditions and

possible contaminant transport from contamination sources into work area or ground water control system.

2.5 SUBMITTALS

A. Conform to requirements of Division 1.

B. Submit Ground Water and Surface Water Control Plan for review by Owner's Representative prior to start of excavation work. Include the following:

1. Results of subsurface investigations and description of extent and characteristics of water bearing layers subject to ground water control.
2. Names of equipment Suppliers and installation Subcontractors.
3. Description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria and operation and maintenance procedures.
4. Description of proposed monitoring facilities indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
5. Description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.
6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.
7. Operating requirements, including piezometric control elevations for dewatering and depressurization.
8. Excavation drainage methods including typical drainage layers, sump pump application and other means.
9. Surface water control and drainage installations.
10. Proposed methods and locations for disposing of removed water.

C. Submit following records upon completion of initial installation:

1. Installation and development reports for well points, eductors, and deep wells.
2. Installation reports and baseline readings for piezometers and monitoring wells.
3. Baseline analytical test data of water from monitoring wells.
4. Initial flow rates.

D. Submit the following records weekly during control of ground and surface water operations:

1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to Paragraph 3.02, Requirements for Eductor, Well Points, or Deep Wells.
2. Maintenance records for ground water control installations, piezometers and monitoring wells.

2.6 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Comply with Texas Commission on Environmental Quality regulations and Texas Water Well Drillers Association for development, drilling, and abandonment of wells used in dewatering system.
C. Obtain necessary permits from agencies with jurisdiction over use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Since review and permitting process may be lengthy, take early action to obtain required approvals.
D. Monitor ground water discharge for contamination while performing pumping in vicinity of potentially contaminated sites.

PART 3 PRODUCTS

3.1 EQUIPMENT AND MATERIALS

A. Select equipment and materials necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review by Owner's Representative through submittals required in Paragraph 1.06, Submittals.
B. Use experienced contractors, regularly engaged in ground water control system design, installation, and operation, to furnish and install and operate eductors, well points, or deep wells, when needed.
C. Maintain equipment in good repair and operating condition.
D. Keep sufficient standby equipment and materials available to ensure continuous operation, where required.
E. Portable Sediment Tank System: Standard 55-gallon steel or plastic drums, free of hazardous material contamination.
    1. Shop or field fabricate tanks in series with main inlet pipe, inter-tank pipes and discharge pipes, using quantities sufficient to collect sediments from discharge water.

PART 4 EXECUTION

4.1 GROUND WATER CONTROL

A. Perform necessary subsurface investigation to identify water bearing layers, piezometric pressures and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine draw down characteristics. Present results in the Ground Water and Surface Water Control Plan submittal.
B. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in manner compatible with construction methods and site conditions. Monitor effectiveness of installed system and its effect on adjacent property.
C. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Owner's Representative in writing of changes made to accommodate field conditions and changes to Work. Provide revised drawings and calculations with notification.
D. Provide continuous system operation, including nights, weekends, and holidays. Arrange appropriate backup if electrical power is primary energy source for dewatering system.

E. Monitor operations to verify systems lower ground water piezometric levels at rate required to maintain dry excavation resulting in stable subgrade for subsequent construction operations.
F. Depressurize zones where hydrostatic pressures in confined water bearing layers exist below excavations to eliminate risk of uplift or other instability of excavation or installed works. Define allowable piezometric elevations in the Ground Water and Surface Water Control Plan.
G. Removal of ground water control installations.
    1. Remove pumping system components and piping when ground water control is no longer required.
    2. Remove piezometers, including piezometers installed during design phase investigations and left for Contractor's use, upon completion of testing, as required in accordance with Part 3 of applicable specification.
    3. Remove monitoring wells when directed by Owner's Representative.
    4. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.
H. During backfilling, maintain water level a minimum of 5 feet below prevailing level of backfill. Do not allow the water level to cause uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement-stabilized sand until at least 48 hour after placement.
I. Provide uniform pipe diameter for each pipe drain run constructed for dewatering. Remove pipe drains when no longer required. If pipe removal is impractical, grout connections at 50- foot intervals and fill pipe with cement-bentonite grout or cement-sand grout after removal from service.
J. The extent of ground water control for structures with permanent perforated underground drainage systems may be reduced, for units designed to withstand hydrostatic uplift pressure. Provide a means to drain affected portions of underground systems, including standby equipment. Maintain drainage systems during construction operations.
K. Remove systems upon completion of construction or when dewatering and control of surface or ground water is no longer required.
L. Compact backfill to not less than 95 percent of maximum dry density in accordance with ASTM D 698.
M. Foundation Slab: Maintain saturation line at least 3 feet below lowest elevations where concrete is to be placed. Drain foundations in areas where concrete is to be placed before placing reinforcing steel. Keep free from water for 3 days after concrete is placed.

4.2 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

A. For above ground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between each eductor well or well point and discharge header to allow visual monitoring of discharge from each installation.
B. Install sufficient piezometers or monitoring wells to show that trench or shaft excavations in water bearing materials are pre-drained prior to excavation. Provide separate piezometers for monitoring of dewatering

and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for selected method of work.

C. Install piezometers or monitoring wells at least one week in advance of the start of associated excavation.
D. Dewatering may be omitted for portions of under drains or other excavations, where auger borings and piezometers or monitoring wells show that soil is pre-drained by existing systems and that ground water control plan criteria are satisfied.
E. Replace installations that produce noticeable amounts of sediments after development.
F. Provide additional ground water control installations, or change method of control if, ground water control plan does not provide satisfactory results based on performance criteria defined by plan and by specifications. Submit revised plan according to Paragraph 1.6B.

4.3 SEDIMENT TRAPS

A. Install sediment tank as shown on approved plan if required.
B. Inspect daily and clean out tank when one-third of sediment tank is filled with sediment.

4.4 SEDIMENT SUMP PIT

A. Install sediment sump pits as shown on approved plan if required.
B. Construct standpipe by perforating 12 inch to 24-inch diameter corrugated metal or PVC pipe.
C. Extend standpipe 12 inches to 18 inches above lip of pit.
D. Convey discharge of water pumped from standpipe to sediment trapping device.
E. Fill sites of sump pits, compact to density of surrounding soil and stabilize surface when construction is complete.

4.5 EXCAVATION DRAINAGE

A. Use excavation drainage methods if well-drained conditions can be achieved. Excavation drainage may consist of layers of crushed stone and filter fabric, and sump pumping, in combination with sufficient ground water control wells to maintain stable excavation and backfill conditions.

4.6 MAINTENANCE AND OBSERVATION

A. Conduct daily maintenance and observation of piezometers or monitoring wells while ground water control installations or excavation drainage is operating at the site, or water is seeping into tunnels, and maintain systems in good operating condition.
B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedules.
C. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make specified observations.
D. Remove and grout piezometers inside or outside of excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by Owner's Representative.

4.7 MONITORING AND RECORDING

A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also,

monitor and record water level and ground water recovery. Record observations daily until steady conditions are achieved and twice weekly thereafter.

B. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until Work is completed or piezometers or wells are removed, except when Owner's Representative determines more frequent monitoring and recording are required. Comply with Owner's Representative's direction for increased monitoring and recording and take measures necessary to ensure effective dewatering for intended purpose.

4.8 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. Requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by agencies.

End of Section 01 57 19

PART 1 GENERAL

1.1 SUMMARY

A. Construction procedures to promote adequate indoor air quality after construction.
B. Building flush-out after construction and before occupancy.
C. Testing indoor air quality before commencement of construction; existing building areas only.
D. Testing indoor air quality after completion of construction.
E. Testing air change effectiveness after completion of construction.

1.2 PROJECT GOALS

A. New Schools shall be LEED Certified Projects.
B. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
    1. Cleaning of ductwork is not contemplated under this Contract.
    2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
    3. Establish condition of existing ducts and equipment prior to start of alterations.
C. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
    1. Furnish products meeting the specifications.
    2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.
D. Ventilation: HVAC system has been designed to achieve the minimum requirements for ventilation specified in ASHRAE 62.1.

1.3 RELATED REQUIREMENTS

A. LEED Certification Procedures: LEED credits relating to indoor air quality.
B. Section 01 40 00 - Quality Requirements: Testing and inspection services.
C. Section 23 41 00 – Particulate Air Filtration.

1.4 REFERENCE STANDARDS

A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2012.
B. ASHRAE Std 62.1 - Ventilation For Acceptable Indoor Air Quality; 2013.
C. ASHRAE Std 129 - Measuring Air-Change Effectiveness; 1997 (Reaffirmed 2002).
D. ASTM E779 - Standard Test Method for Determining Air Leakage Rate by Fan Pressurization; 2010.
E. SMACNA (OCC) - IAQ Guideline for Occupied Buildings Under Construction; 2007.

1.5 DEFINITIONS

A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
C. Particulates: Dust, dirt, and other airborne solid matter.
D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

1.6 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. LEED Submittals: Submit all submittals required in this section in accordance with procedures specified in Section 01 35 15.
C. NEW Construction or Additions - Indoor Air Quality Management Plan: Describe in detail measures to be taken to promote adequate indoor air quality upon completion; use SMACNA IAQ Guidelines for Occupied Buildings Under Construction as a guide.
    1. Submit not less than 60 days before enclosure of building.
    2. Identify potential sources of odor and dust.
    3. Identify construction activities likely to produce odor or dust.
    4. Identify areas of project potentially affected, especially occupied areas.
    5. Evaluate potential problems by severity and describe methods of control.
    6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.
    7. Describe cleaning and dust control procedures.
    8. Describe coordination with commissioning procedures.
D. NEW Construction or Additions- Interior Finishes Installation Schedule: Identify each interior finish that either generates odors, moisture, or vapors or is susceptible to adsorption of odors and vapors, and indicate air handling zone, sequence of application, and curing times.
E. Duct and Terminal Unit Inspection Report.
F. Air Contaminant Test Plan: Identify:
    1. Testing agency qualifications.
    2. Locations and scheduling of air sampling.
    3. Test procedures, in detail.
    4. Test instruments and apparatus.
    5. Sampling methods.
G. Air Contaminant Test Reports: Show:
    1. Location where each sample was taken, and time.
    2. Test values for each air sample; average the values of each set of
    3. HVAC operating conditions.
    4. Certification of test equipment calibration.
    5. Other conditions or discrepancies that might have influenced results.
H. Ventilation Effectiveness Test Plan: Identify:
    1. Testing agency qualifications.
    2. Description of test spaces, including locations of air sampling.
    3. Test procedures, in detail; state whether tracer gas decay or step-up will be used.
    4. Test instruments and apparatus; identify tracer gas to be used.
    5. Sampling methods.

I. Ventilation Effectiveness Test Reports: Show:
   1. Include preliminary tests of instruments and apparatus and of test spaces.
   2. Calculation of ventilation effectiveness, E.
   3. Location where each sample was taken and time.
   4. Test values for each air sample.
   5. HVAC operating conditions.
   6. Other information specified in ASHRAE 129.
   7. Other conditions or discrepancies that might have influenced results.

1.7 QUALITY ASSURANCE

A. Testing and Inspection Agency Qualifications: Independent testing agency having minimum of 3 years' experience in performing the types of testing specified.

PART 2 PRODUCTS

2.1 MATERIALS

A. Low VOC Materials: See other sections for specific requirements for materials with low VOC content.
B. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE 52.2.

PART 3 EXECUTION

3.1 CONSTRUCTION PROCEDURES

A. Prevent the absorption of moisture and humidity by adsorptive materials by:
   1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
   2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
   3. Provide sufficient ventilation for drying within reasonable time frame.
B. Begin construction ventilation when building is substantially enclosed.
C. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.
D. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
E. HVAC equipment and supply air ductwork may be used for ventilation during construction:
   1. Operate HVAC system on 100 percent outside air, with 1.5 air changes per hour, minimum.
   2. Ensure that air filters are correctly installed prior to starting use; replace filters when they lose efficiency.
   3. Where return air ducts must be used for ventilation, install auxiliary filters at return inlets, sealed to ducts; use filters with at least the equivalent efficiency as those required at supply air side; inspect and replace filters when they lose efficiency.

F. Do not store construction materials or waste in mechanical or electrical rooms.
G. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
    1. Inspect duct intakes, return air grilles, and terminal units for dust.
    2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
    3. Clean tops of doors and frames.
    4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
    5. Clean return plenums of air handling units.
    6. Remove intake filters last, after cleaning is complete.
H. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
I. Use other relevant recommendations of SMACNA IAQ Guideline for Occupied Buildings Under Construction for avoiding unnecessary contamination due to construction procedures.

3.2 BUILDING FLUSH-OUT – REQUIRED FOR NEW CONSTRUCTION

A. Perform building flush-out before occupancy.
B. Do not start flush-out until:
    1. All construction is complete.
    2. HVAC systems have been tested, adjusted, and balanced for proper operation.
    3. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
    4. New HVAC filtration media have been installed.
C. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 14,000 cubic feet per square foot (4500 cubic meters per square meter) of floor area has been supplied.
    1. Obtain Owner's concurrence that construction is complete enough before beginning flush- out.
    2. Maintain interior temperature of at least 60 degrees F (15 degrees C) and interior relative humidity no higher than 60 percent.
    3. If additional construction involving materials that produce particulates or any of the specified contaminants is conducted during flush-out, start flush-out over.
    4. If interior spaces must be occupied prior to completion of the flush-out, supply a minimum of 25 percent of the total air volume prior to occupancy, and:
        a. Begin ventilation at least three hours prior to daily occupancy.
        b. Continue ventilation during all occupied periods.
        c. Provide minimum outside air volume of 0.30 cfm per square foot (0.0015 cubic meters) or design minimum outside air rate, whichever is greater.
D. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

3.3 AIR CONTAMINANT TESTING – OWNER'S OPTION: NEW CONSTRUCTION

A. Perform air contaminant testing before starting construction, as base line for evaluation of post- construction testing.
B. Perform air contaminant testing before occupancy.
C. Do not start air contaminant testing until:
    1. All construction is complete, including interior finishes.
    2. HVAC systems have been tested, adjusted, and balanced for proper operation.
    3. New HVAC filtration media have been installed.
D. Indoor Air Samples: Collect from spaces representative of occupied areas:
    1. Collect samples while operable windows and exterior doors are closed, HVAC system is running normally as if occupied, with design minimum outdoor air, but with the building unoccupied.
    2. Collect samples from spaces in each contiguous floor area in each air handler zone, but not less than one sample per 25,000 square feet (2300 square meters); take samples from areas having the least ventilation and those having the greatest presumed source strength.
    3. Collect samples from height from 36 inches (915 mm) to 72 inches (1830 mm) above floor.
    4. Collect samples from same locations on 3 consecutive days during normal business hours; average the results of each set of 3 samples.
    5. Exception: Areas with normal very high outside air ventilation rates, such as laboratories, do not need to be tested.
    6. When retesting the same building areas, take samples from at least the same locations as in first test.
E. Outdoor Air Samples: Collect samples at outside air intake of each air handler at the same time as indoor samples are taken.
F. Analyze air samples and submit report.
G. Air Contaminant Concentration Determination and Limits:
    1. Carbon Monoxide: Not more than 9 parts per million and not more than 2 parts per million higher than outdoor air.
    2. Airborne Mold and Mildew: Measure in relation to outside air; not higher than outside air.
    3. Formaldehyde: Not more than 27 parts per billion.
    4. Total Volatile Organic Compounds (TVOC): Not more than 500 micrograms per cubic meter.
    5. 4-Phenylcyclohexene (4-PCH): Not more than 6.5 micrograms per cubic meter.
    6. Particulates (PM10): Not more than 50 micrograms per cubic meter.
    7. Total Particulates (PM): Measure in micrograms per cubic meter, in relation to outside air; not more than 20 micrograms per cubic meter higher than outside air.
    8. Regulated Pollutants: Measure in relation to outside air; not more than contained in outside air.

H. If air samples show concentrations higher than those specified, ventilate with 100 percent outside air and retest at no cost to Owner, or conduct full building flush-out specified above.

3.4 VENTILATION EFFECTIVENESS TESTING

A. Perform ventilation effectiveness testing before occupancy.
B. Do not begin ventilation effectiveness testing until:
    1. HVAC testing, adjusting, and balancing has been satisfactorily completed.
    2. Building flush-out or air contaminant testing has been completed satisfactorily.
    3. New HVAC filtration media have been installed.
C. Test each air handler zone in accordance with ASHRAE 129.
D. If calculated air change effectiveness for a particular zone is less than 0.9 due to inadequate balancing of the system, adjust, and retest at no cost to Owner.

End of Section 01 57 21

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

DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01 61 16 – VOLATILE ORGANIC COMPOUND CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. VOC restrictions for product categories listed below under "DEFINITIONS."

B. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.2 DEFINITIONS

A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:

1. Adhesives, sealants, and sealer coatings.
2. Carpet.
3. Carpet cushion.
4. Carpet tile.
5. Resilient floor coverings.
6. Wood flooring.
7. Paints and coatings.
8. Insulation.
9. Gypsum board.
10. Acoustical ceilings and panels.
11. Cabinet work.
12. Student and teacher desks, tables, and chairs.
13. Systems furniture and seating.
14. Wall coverings.
15. Composite wood and agrifiber products used either alone or as part of another product.
16. Other products when specifically stated in the specifications.

B. Interior of Building: Anywhere inside the exterior weather barrier.

C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.3 REFERENCE STANDARDS

A. LEM - Low-Emitting Materials Product List; Collaborative for High Performance Schools

B. VOC - Standard Practice for the Testing of Volatile Organic Emissions From Various Sources Using Small-Scale Environmental Chambers

C. CRI (GLP) - Green Label Plus Carpet Testing Program - Approved Products; Carpet and Rug Institute; Current Edition.

D. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at www.greenguard.org.

E. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scscertified.com.

1.4 SUBMITTALS

A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.

B. Evidence of Compliance: Submit for each different product in each applicable category.
    1. Identify evidence submittals with the words "LEED Report".
C. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
D. Installer Certifications for Accessory Materials: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of their products, or 2) that such products used comply with these requirements.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

A. All VOC-Restricted Products: Provide products having VOC content of types and volume not greater than those specified.
    1. Product data submittals showing VOC content are NOT acceptable forms of evidence.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

End of Section 01 61 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 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

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.02 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 surfaces to original conditions after installation of other Work.

1.03 QUALITY ASSURANCE

A. 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 results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Electrical wiring systems.

B. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior 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.

1.04 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Services: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to avoid interruption of services to occupied areas.

3.03 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in construction documents.
   5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

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."

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
	SUBSTANTIAL COMPLETION REQUIREMENTS - Closeout and Punch List Items are NOT to be billed at Substantial Completion			
a.	Fire Alarm System Components Completed	GC		
b.	Local Fire Marshal Approval Certificate	GC		
c.	HVAC Air and Water Balancing Completed	GC		
d.	Energy Management Systems Completed	GC		
e.	Communications Equipment and Telephone Systems Completed	GC		
f.	Final Lockset Cores Installed	GC		
g.	Room Plaques and Exterior Signage Completed	GC		
h.	Owner Demonstrations and Training Completed	GC		
i.	Exterior Clean-up and Landscaping Completed	GC		
j.	Final Interior Clean-up Completed	GC		
k.	Certificate of Occupancy	GC		
l.	Punch List Report	GC, A/E		
	FINAL COMPLETION REQUIREMENTS: CLOSEOUT ITEMS TO BE SUBMITTED WITH FINAL PAYMENT - Allowed billable amount on G702: 100% of contract amo			
1	**SUBSTANTIAL COMPLETION**			
a.	Certificate of Substantial Completion	PM		
b.	Signed Off Punchlist	GC		
2	**WARRANTIES**			
a.	List of Subcontractors and Suppliers	GC		Include Name, Address, Phone Number and Discipline
b.	Contractor's 1 year Warranty	GC		
c.	Subcontractors' 1 year Warranties	GC		
d.	Manufacturers' Warranties	GC		A separate "Warranties" manual should be provided for guarantees, warranties, etc.
3	**EVIDENCE OF PAYMENT OF DEBTS AND CLAIMS**			

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks
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		
4	**INSURANCE**			
a.	Certificate(s) of Insurance, All insurance must be maintained for one year following substantial completion	GC		
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.
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
b.	Signed off Transmittal Key transfer (Accessory keys)	GC		Provided by GC and received by Principal or Campus Facilities Supervisor, as applicable.
7	**LOCAL AGENCIES APPROVALS (as applicable)**			
a.	Certificate of Occupancy	GC		
b.	Final Building Inspections/Closed Construction Permits	GC		Green tags colored copies
c.	State Fire Marshal's Fire Alarm Inspection Certificate & Testing	GC		
d.	Storm Water Prevention Pollution Plan (SWPPP)	GC		
e.	Elevator Inspection Certificate	GC		
f.	Boiler Inspection Certificate	GC		
g.	Health Department Inspection Certificate	GC		
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.
b.	Security drawings	GC		Need AHJ approved documents (if applicable)
c.	HVAC Controls drawings	GC		
d.	Fire Sprinkler System drawings	GC		Need AHJ approved documents.

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks
e.	Data Cabling drawings	GC		

Item #	Document Description	Primary Responsibility	Date Received by PM	Remarks
10	**CERTIFICATIONS**			
a.	Certification of Asbestos Free Project: Letter from GC and **A/E**, Letters from Subs	GC, A/E		
b.	Certification of Lead-Free Potable Water System: Letters from GC and Subs	GC		
c.	Certification of PCB-Free Project: Letters from GC and Subs	GC		
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		
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		
	RETAINAGE			
a.	FBISD Retention Release Reduction Worksheet	PM		
b.	Purchase Order Closure	PC		
	WARRANTY INSPECTIONS			
a.	11 month inspection after Date of Substantial Completion	PM		

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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)

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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.

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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)

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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)

(PROJECT NAME) ASBESTOS FREE AFFIDAVIT
FBISD PROJECT NO:

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

(PROJECT NAME)
FBISD PROJECT NO: PCB FREE AFFIDAVIT

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 03 30 53 – MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.
   1. Exterior concrete for paving, drives, sidewalks and curbs.
   2. Mow strips, footings for fence posts and walkway covers.

B. Related Sections:
   1. Section 01 45 23.02 - Testing and Inspection Services.
   2. Section 32 13 13 – Concrete Site Paving.

1.02 SUBMITTALS

1. Product Data: For each type of product indicated.
2. Design Mixtures: For each concrete mixture.
   a. Provide alternate concrete mix design in case concrete is not available from the initial concrete supplier.

1.03 QUALITY ASSURANCE

A. 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.

B. Comply with ACI 301, "Specification for Structural Concrete."

C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

D. Comply with applicable provisions of FBISD TDG Division 03 requirements.

PART 2 - PRODUCTS

2.01 FORMWORK

A. Furnish formwork and formwork accessories according to ACI 301.
   1. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
   2. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
   3. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.02 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Wire: ASTM A 82, as drawn.

C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.03 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150, Type I.

B. Normal-Weight Aggregate: ASTM C 33, graded, 1-1/2 inch nominal maximum aggregate size.

C. Water: ASTM C 94/C 94M; potable.

2.04 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

2.05 RELATED MATERIALS

A. Vapor Retarder: ASTM E 1745, underslab vapor retarder, Class A, maximum water vapor permeance of 0.024 perms, 15 mil minimum sheet thickness in accordance with ACI 302.1R-96, . Seal with manufacturer's recommended adhesive or pressure sensitive joint tape.

B. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.06 CURING MATERIALS

A. Basis of Design Product: WR Meadows VOCOMP-20 or comparable product approved b FBISD Design Manager.

B. Water: Potable.

2.07 CONCRETE MIXTURES

A. Comply with ACI 301 requirements for concrete mixtures.

B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:
   1. Minimum Compressive Strength: 3500 psi at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: 0.45.
   3. Slump Limit: 4 inches, plus or minus 1 inch.
   4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of floor slabs to receive troweled finishes to exceed 3 percent.

2.08 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
   1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 FORMWORK

A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.02 SUBGRADE

A. Exterior walks and paving: Compact subgrade to 95 percent per ASTM D698.

3.03 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.04 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
B. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness.
C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
   1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.05 CONCRETE PLACEMENT

A. Comply with ACI 301 for measuring, batching, mixing, transporting, and placing concrete.
B. Do not add water to concrete during delivery, at Project site, or during placement.
C. Consolidate concrete with mechanical vibrating equipment.

3.06 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.
   1. Apply to concrete surfaces exposed to public view,.
B. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
   1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.07 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.
   1. Do not further disturb surfaces before starting finishing operations.

3.07 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
   1. Apply scratch finish to surfaces to receive concrete floor toppings and to receive mortar setting beds for bonded cementitious floor finishes.
C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
   1. Apply float finish to surfaces to receive trowel finish.
D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
   1. 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.

2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
    a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
    b. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 15; for suspended slabs. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch.

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
    a. Sidewalks shall receive a light broom finish.
    b. Paving shall receive a medium broom finish,

3.08 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 305R for hot-weather protection during curing.
1. Weathering Concreting: Protect concrete from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
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, other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

C. Temperature Changes: Maintain changes in concrete temperature as uniformly as possible, but in no case exceed change of 5 deg F per hour or 25 deg F in any 24 hour period.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure formed and unformed concrete by curing compound as follows:
1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.09 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. Reference Section 01 45 23.02 Testing and Inspection for testing and inspection requirements for concrete paving.

B. Tests: Perform according to ACI 301.

3.10 REPAIRS

A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 03 30 53

SECTION 09 24 00 - PORTLAND CEMENT PLASTERING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Exterior soffits: Portland cement plasterwork (stucco) on metal lath plaster bases

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of factory-prepared finish coat indicated.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.04 PROJECT CONDITIONS

A. Comply with ASTM C 926 requirements.

B. Exterior Plasterwork:

1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.

2. Apply plaster when ambient temperature is greater than 40 deg F.

3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.

C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Products: Subject to compliance with requirements, provide one of the products specified.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.02 NONSTRUCTURAL STEEL FRAMING MEMBERS, GENERAL

A. Components, General: Comply with ASTM C 1063. For steel sheet components not included in ASTM C 1063, comply with ASTM C 645 requirements for metal, unless otherwise indicated.

2.03 METAL LATH

A. Expanded-Metal Lath: ASTM C 847 with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.

1. Diamond-Mesh Lath: Flat and Self-furring.

a. Weight: 3.4 lb/sq. yd..

2.04 ACCESSORIES

A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Zinc and Zinc-Coated (Galvanized) Accessories:

1. Casing Beads: No. 60 and No. 66 - Fabricated from zinc or zinc-coated (galvanized) steel; square-edged style; with expanded flanges.

2. Control Joints: No. 15 - Fabricated from zinc; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.

3. Expansion Joints: Fabricated from zinc; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.

4. Drip Screed (Vented) – Extruded aluminum for intersection of soffit with fascia or walls, similar to No. FPM-75-V-75 by Fry Reglet Corporation.

5. Drip Screed (Vented) – Extruded aluminum for locations other than soffit to fascia or soffit to walls, similar to No. PCS-75-V-75 by Fry Reglet Corporation.

2.05 MISCELLANEOUS MATERIALS

A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Bonding Compounds: ASTM C 631

C. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in portland cement plaster.

D. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of not fewer than three exposed threads.

E. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.

2.06 PLASTER MATERIALS

A. Portland Cement: ASTM C 150, Type I.
   1. Color for Finish Coats: White.
B. Masonry Cement: ASTM C 91, Type N.
   1. Color for Finish Coats: White.
C. Plastic Cement: ASTM C 1328.
D. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.
E. Sand Aggregate: ASTM C 897.
F. Waterproofing Admixture: Hydrocel Powder 219-1517.
G. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

2.07 PLASTER MIXES

A. General: Comply with ASTM C 926 for applications indicated.
   1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. ft. of cementitious materials. Reduce aggregate quantities accordingly to maintain workability.
B. Base-Coat Mixes for Use over Metal Lath: Scratch, brown and finish coats for three-coat plasterwork as follows:
   1. Mix Proportions: In accordance with ASTM C 926
      a. Scratch Coat:
         1 Part Portland Cement
         2 Parts Masonry Cement
         2-1/2 to 4 Parts sharp torpedo Sand
         1-1/2 Lbs. of ½" Alkaline resistant fiberglass strands
      b. Brown Coat:
         1 Part Portland Cement
         2 Parts Masonry Cement
         3 to 5 Parts sharp torpedo Sand
         1-1/2 Lbs. of ½" alkaline resistant fiberglass strands
         Waterproofing Admixture in accordance with manufacturers recommendation.
C. Factory-Prepared Finish-Coat Mixes: For acrylic-based finish coatings, comply with manufacturer's written instructions.
   1. Finish (integral color): Provide at plaster surfaces; Color shall be as selected by the Architect. See color schedule on the Drawings.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas and substrates, with Installer present, for compliance with requirements and other conditions affecting performance.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
B. Prepare solid-plaster bases that are smooth or that do not have the suction capability required to bond with plaster according to ASTM C 926.

3.03 INSTALLING METAL LATH

A. Expanded-Metal Lath: Install according to ASTM C 1063.
   1. Flat-Soffits and Horizontal Framing: Install metal lath attached to existing soffit framing.

3.04 INSTALLING ACCESSORIES

A. Install according to ASTM C 1063 and at locations indicated on Drawings.
B. Reinforcement for Corners:
   1. Install lath-type external-corner reinforcement at exterior locations.
C. Control Joints: Install control joints at locations as indicated on the drawings, but not to exceed the following parameters:
   1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
      a. Horizontal and other Non-vertical Surfaces: 100 sq. ft..
   2. At distances between control joints of not greater than 18 feet o.c.
   3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
   4. Where control joints occur in surface of construction directly behind plaster.
   5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the perimeter of corner formed by the dimension change.

D. Install vented screeds at locations as indicated on the drawings, secure and ready to receive plaster work.

3.05 PLASTER APPLICATION

A. General: Comply with ASTM C 926.
   1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces, as measured by a 10-foot straightedge placed on surface.
   2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground, unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
   3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

B. Bonding Compound: Apply on plaster bases as required and recommended by manufacturer.

C. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.

3.06 CUTTING AND PATCHING

A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.07 CLEANING AND PROTECTION

A. Remove temporary protection and enclosure of other work. Promptly remove plaster from doorframes, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 09 24 00

SECTION 10 14 26 - POST AND PANEL SIGNAGE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. ADA Accessible Site Parking Signage

B. Related Sections include the following:
   1. Division 03 Section "Miscellaneous Cast-in-Place Concrete" for concrete fill in postholes.
   2. Division 05 Section “Metal Fabrications” for ADA Accessible Site Signage support.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes. Include manufacturer's written instructions for maintaining and cleaning sign surfaces.

B. Shop Drawings: Show fabrication and installation details for post and panels signs.
   1. Include plans, elevations, and at least 3/4-inch (1:20) scale sections of typical members and other components. Show anchors, reinforcement, accessories, layout, and installation details.
   2. Include message list, with details of wording and lettering layout, at least half size. Include full-size details of graphics.

C. Samples for Verification: For each type of product indicated, of size below:
   1. Aluminum: For each form, finish, and color, on 6-inch- long sections of extrusions and squares of sheet at least 4 by 4 inches.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative of sign manufacturer for installation and maintenance of units required for this Project.

B. Source Limitations: Obtain post and panel signs through one source from a single manufacturer.

C. Product Options: Drawings indicate size, profiles, and dimensional requirements of post and panel signs and are based on the specific type and model indicated. Refer to Division 01 Section "Product Requirements."

1.04 DELIVERY AND HANDLING

A. Deliver post and panel signs in protective covering and crating to protect sign components and surfaces against damage.

1.05 COORDINATION

A. Coordinate installation of anchorages for post and panel signs. Furnish setting drawings, templates, and directions for installing anchorages and other items that are to be embedded in concrete. Deliver such items to Project site in time for installation.

B. Coordinate delivery time so signs can be installed within 24 hours of receipt at Project site.

1.06 WARRANTY

A. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Basis-of-Design Product: The design for post and panel signs is based on South Texas Graphic Specialties. Subject to compliance with requirements, provide the named product or a comparable product by one of the listed manufacturers.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. AGP (Architectural Graphic Products)
   2. South Texas Graphic Specialties

2.02 MATERIALS

A. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of alloy 5005-H15.

2.03 ACCESSORIES

A. Fasteners: Use concealed fasteners fabricated from metals that are noncorrosive to sign material and mounting surface.

B. Anchors and Inserts: Use stainless-steel or hot-dip galvanized anchors and inserts. Use torque-controlled expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete.

C. Concrete for Postholes: Comply with requirements in Division 03 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 2500 psi, unless otherwise indicated.

2.04 SIGN PANELS AND POSTS

A. General: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner.
   1. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.

2. Color: Custom color to be selected by Architect.

B. Sign Posts

1. Steel Tubing:

a. Round Pipe: ASTM A 500, cold-formed steel tubing, 2 inch diameter, ASTM A 123/A 123M, for galvanizing steel and iron products.

b. Rectangular Tube: ASTM A 500, cold-formed steel tubing 4 in. b 12 in., ASTM A 123/A 123M, zinc rich primer for painted finish.

2. Installation Method: Direct burial.

2.05 SITE SIGNAGE FOR ACCESSIBILITY

A. Aluminum sign panels to size and color as indicated on drawings. Provide graphics as shown to comply with Texas Accessibility Standards (TAS).

PART 3 - EXECUTION

3.01 INSTALLATION

A. Excavation: In firm, undisturbed or compacted soil, drill or (using a post-hole digger) hand-excavate holes for posts to diameters and spacing indicated.

B. Excavation: In firm, undisturbed or compacted soil, drill or (using a post-hole digger) hand-excavate holes for each post to minimum diameter recommended by sign manufacturer, but at least four times the largest post cross-section.

1. Excavate hole depths approximately 39 inches below finished grade.

C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation.

1. Protect portion of posts above ground from concrete splatter. Place concrete and vibrate or tamp for consolidation. Check posts for alignment and hold in position until concrete has achieved its initial set.

D. Set anchor bolts and other embedded items required for installation. Use templates furnished by suppliers of items to be attached.

E. Install signs level, plumb, and at height indicated, with surfaces free from distortion or other defects in appearance.

F. Install ADA site signage to steel posts as detailed on drawings and provided under Division 05 Section “Metal Fabrications.”

3.02 CLEANING

A. At completion of installation, clean soiled surfaces of sign units according to manufacturer's written instructions.

END OF SECTION 10 14 26

SECTION 10 73 26 – WALKWAY COVERINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Aluminum walkway covers.
   2. Flashings at connections to adjacent buildings.
   3. Concrete footings.

B. Related Sections include the following:
   1. Division 03 Section “Miscellaneous Cast-In-Place Concrete.”
   2. Division 07 Section “Joint Sealants.”

1.02 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of products that has installed at least three other projects similar in scope, be skilled in the work required, familiar with the manufacturer’s recommended methods of installation and the requirements of the work.

1.03 SYSTEM PERFORMANCE REQUIREMENTS

A. General: Provide a complete, integrated set of aluminum canopy manufacturer’s standard components that form a system capable of withstanding structural and other loads, thermally induced movement and exposure to weather without failure. Include beams, columns, roof decking and accessories complying with the requirements indicated.

B. Governing Codes:
   1. International Building Code 2021 Edition.

C. Structural Performance: Provide aluminum canopy systems capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, unless more stringent requirements by governing code and authority having jurisdiction.
   1. Roof live load: 20 PSF
   2. Wind load:
      a. Wind speed: 135 mph 3-second gust
      b. Wind exposure: C
      c. Risk Category: II.
      d. Wind importance factor: 1.0
   3. Dead load: Weight of canopy system
   4. Load combinations: Load combinations used to design primary and secondary structural members shall be according to the governing code.

D. Thermal Movements: Provide canopy systems that allow for thermal movements resulting from maximum change in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

E. Wind-Uplift Resistance: Provide roof panel assemblies that meet requirements in UL 580 for Class 90 wind-uplift resistance.

1.04 SUBMITTALS

A. Shop Drawings: Submit Shop Drawings showing layout with field verified dimensions, connection details and component dimensions in accordance with Section 01 33 00.

B. Installation Methods: Submit manufacturer’s recommended installation methods.

C. Product Data: Submit product data on the aluminum panels, including warranty information on finish coating.

D. Delegated-Design Submittal: For walkway covering systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the state of Texas, responsible for their preparation.
   1. Submit additional information as may be required for building permit by Authorities Having Jurisdiction.

1.05 PRODUCT HANDLING

A. Protection: Protect aluminum walkway covers before, during, and after installation. Protect installed work of other trades.

B. Replacements: In the event of damage, make repairs or replacements as necessary.

PART 2 - PRODUCTS

2.01 GENERAL

A. Basis of Design Product: Subject to compliance with requirements, provide AVADEK Walkway Covers, 1213 Galveston Road, Building 1, Webster Texas 77598, telephone (713) 944-0988 or comparable product by one of the following:
   1. E. L. Burns Company, Inc.; Burns Walkway Covers

2. Dittmer Architectural Aluminum; Ditt-Deck Extruded Aluminum Walkway Covers
3. Mapes Industries, Inc.; Mapes Super Lumideck Walkway Cover System

2.02 MATERIALS

A. Bents: Type A, extruded aluminum, alloy 6063, heat treated to T6 temper.
B. Deck: Extruded aluminum, alloy 6063, heat treated to T6 temper
C. Gutter Beams and Framing: Type A, extruded aluminum, alloy 6063, heat treated to T6 temper
D. Miscellaneous: Provide fascia, trim and accessories as detailed on the drawings and as required for a complete and finished system.
E. Finish: Clear anodized finish as indicated on the Drawings.
F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
G. Concrete: 3000 psi minimum 28-day compressive strength; see Section 03 30 53 Miscellaneous Cast-in-Place Concrete

PART 3 - EXECUTION

3.01 COORDINATION

A. Coordinate installation with scheduled concrete work. Insure that base plates and anchorage for canopy system is installed and ready for work of this section. Coordinate connection to storm drainage lines.
B. Coordinate installation of through wall flashings and structural support framing with masonry work.

3.02 FABRICATION

A. Columns and beams shall be heliarc welded to form rigid bents.
B. The canopy deck is to have welded end closures at the deck terminations.
C. The canopy shall be fabricated to drain through the columns with drain outlets at grade level for surface drainage.
D. Flashing shall be 0.040 aluminum fabricated to prevent leakage between the canopy and adjacent structures.

3.03 FOOTINGS

A. Footing Excavation: Drill or hand-excavate holes for embedded columns to diameters and spacings indicated, in firm, undisturbed soil.
    1. Hole diameter shall be not less than 3 times the diagonal dimension of the column, and not less than 16-inches diameter.
    2. Footings: Minimum 42-inches deep.
B. Column Setting: Set columns in concrete at indicated spacing into firm, undisturbed soil.
    1. Verify that columns 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 columns to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of columns from concrete splatter.
        a. Concrete: Finish top of footings flush with concrete walk surface. Tool top edge of concrete.

3.04 INSTALLATION

A. Install canopies in strict accordance with the manufacturer's recommendations and approved shop drawings.
B. Erect canopy after concrete work in the vicinity is completed and washed down.
C. Install lines of canopy system straight and true with proper elevations and radius.
D. Install rain caps over drainage sections of the deck.
E. Install flashings at tie-ins to adjacent construction.
F. Fill downspout columns with grout to the discharge level to prevent standing water at base of column.
G. Apply bituminous coating to column surfaces to be encased in concrete.
H. Thoroughly clean canopy after installation. Repair damaged or scratched finish.

END OF SECTION 10 73 26

SECTION 31 11 00 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This section pertains to the specifications for clearing and grubbing, topsoil removal and stockpiling, disconnecting, capping or sealing, and abandoning site utilities in place, and disposal of all vegetation, rubbish and excess material, as required for site grading and related staging areas as noted on the drawings and in accordance with these specifications.

1.02 DEFINITIONS

A. Topsoil: Soil with organic content suitable for sustaining the growth of a soil stabilizing groundcover such as turf. Topsoil is spread over prepared subgrade.
   1. Stockpiled Native Topsoil: Topsoil stripped from the site prior to rough grading work to be spread and amended as required. No onsite soil may be used as topsoil unless approved by Landscape Architect. Soil cut from non-organic layers will not be considered for use as topsoil.
   2. Imported Landscape Topsoil: Off-site topsoil imported and stockpiled to be spread and amended as specified.

B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

C. Subgrade: The uppermost surface of an excavation, including excavation for trenches, or the top surface of a fill or backfill immediately below base course, pavement, or topsoil materials.

D. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Owner's representative. Unauthorized excavation, as well as remedial work directed by the Owner's Rep shall be at the Contractor's expense.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the contractors own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.05 PROJECT CONDITIONS

A. Subsurface data is available from the Owner. Contractor is urged to carefully analyze the site conditions.

B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-preparation 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 authorities having jurisdiction.

C. Salvable Improvements: Carefully remove items indicated on drawings to be salvaged and store on Owner's premises where indicated. Contractor to contact Owner's representative for coordination.

D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place

E. Protection of Existing Utilities:
1. Existence and location of underground items are not guaranteed. Investigate and field verify before starting work. Excavation and backfill in the vicinity of existing items of work shall be carried out with extreme caution.
2. Utility Locator Service: Notify Texas 811 before site clearing.
3. Contractor shall be held responsible for any damage and for maintenance and protection of existing utilities.
4. Indicate on record drawings where there is conflict between field conditions and drawings.

F. Staging Areas - Approval must be obtained from the Owner to use any area for staging that is not specifically identified as such on the plans. The Contractor shall restore all areas used for staging, the extent of said restoration to be defined by the Owner upon granting approval for the use of said area for staging.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction. Restore damaged improvements to their original condition, as acceptable to Owner.

C. Locate and clearly flag trees and vegetation to remain or to be relocated

D. Control dust and noise, perform work in accordance with requirement of authorities having jurisdiction. No explosives are permitted. No on-site burning is permitted.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures per Section 01 57 13 – Erosion and Sedimentation Controls.

B. Provide measures according to a sediment and erosion control plan, specific to the site, which complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.

C. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE PROTECTION

A. Erect and maintain temporary fencing around Tree Protection Zones (TPZ) before starting site clearing. TPZ is 1.50 feet away in radial distance from the trunk for every inch in stem diameter. Remove fence when construction is complete.

B. Do not excavate within Tree Protection Zones, unless otherwise indicated.

C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.04 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
   1. Arrange with utility companies to shut off indicated utilities. Contractor is responsible for any service charge required for shut-off action. If other outstanding fees or billings are encountered, the Contractor shall notify the Owner's representative for direction.

B. Known utilities are shown on drawings. If utilities are discovered that are not shown on the drawings, contact Owner's representative for direction. Do not interrupt unknown 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 Owner's representative not less than two weeks in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without the authorization of the authority having jurisdiction.

3.05 CLEARING

A. That portion of the site required for constructing the work under these specifications shall be cleared of all vegetation, such as trees, brush, grass and weeds and all other objectionable matter to the limits as depicted in the plans.
   1. Stumps and roots shall be removed to a depth of 24 inches below finished subgrade elevation in area bounded by lines two feet behind back of curbs or to a depth of 24 inches below finished surface of required cross section for other areas.

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 and compact each layer to a density equal to adjacent original ground.

3.06 STRIPPING

A. Topsoil stripping:
   1. Remove sod and grass before stripping topsoil.
   2. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. A minimum of 6 inches of soil shall be stripped. This must be verified with the geotechnical report provided by the owner for this project. If discrepancy, review with Owner prior to start of work.
      a. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
   3. Strip man-made fills under structures and pavements to minimum 12" below the ground surface and dispose of all waste materials.

B. At all times during clearing and stripping operations the area shall be kept in a manner to prevent ponding. Refer to Section 01 57 13 – Erosion and Sedimentation Control.

3.07 SITE IMPROVEMENTS

A. Remove existing above and below-grade improvements as indicated and as 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 length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
   2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion

3.08 STOCKPILING

A. All topsoil from the stripping operations shall be stockpiled in the areas designated by the Owner's representative or shown on the drawings. Materials shall be deposited and spread in such a manner to ensure proper drainage and prevent severe erosion of the stockpile.

B. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing.

C. Stockpile materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Limit height of topsoil stockpiles to 72 inches.
   2. Do not stockpile material within tree protection zones.
   3. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

3.09 DISPOSAL

A. Subject to approval of the Owner, material from clearing operations shall be disposed of by removal from the Project site.
   1. Disposal of Material by Removal
      a. Material disposed of by removal from the construction area shall be removed from the areas prior to the completion of the work under these specifications. All materials removed shall become the property of the Contractor.
      b. Materials to be disposed of by dumping shall be hauled to an approved dump. It shall be the responsibility of the Contractor to make any necessary arrangements with private parties and with local officials pertinent to locations and regulations of such dumping. Any fees or charges required to be paid for dumping of materials shall be paid by the Contractor.
      c. In hauling any material from the site, it shall be the responsibility of the Contractor to prevent debris from dropping from vehicles and littering the site or area streets and roads. The Contractor shall promptly remove any debris which falls from vehicles.
      d. 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.

END OF SECTION 31 11 00

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SECTION 31 22 13 – SITE GRADING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section pertains to the earthwork generally consisting of excavation, filling, backfilling and subgrade preparation as required for construction of site retaining walls/structures, slab on grade walks, pavement surfaces, landscaped areas and the general shaping of the site as shown, described or reasonably inferred on the drawings.

B. This section excludes work necessary for building pad preparations.

1.02 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation, including excavation for trenches, or the top surface of a fill or backfill immediately below base course, pavement, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

D. Base Course: The layer placed between the subgrade and surface pavement in a paving system.

E. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Owner's rep. Unauthorized excavation, as well as remedial work directed by the Owner's Rep shall be at the Contractor's expense.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

G. Unforeseen Excavation: Excavation of material, regardless of its character or nature, below the subgrade elevation required to construct the work as indicated on the drawings or specified herein.

H. Geotechnical Engineer: Person or company contracted by the Owner and/or through the architect to provide testing and onsite Geotechnical services during the construction schedule.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction for work in the right-of-way or easements.

C. Shoring that is required to complete the Work, is considered a method or technique and is the sole responsibility of the Contractor. If a regulatory agency requires a licensed engineer to design, approve or provide drawings for shoring, then it is the sole responsibility of the Contractor to engage the services of a qualified Engineer for shoring design services at no additional cost to the Owner.

D. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the contractors own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 PROJECT CONDITIONS

A. Subsurface data is available from the Owner. Contractor is urged to carefully analyze the site conditions.

B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-preparation 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 authorities having jurisdiction.

C. Prior to earthwork operations, existing utilities, facilities and permanent objects to remain shall be located and adequately protected.

D. Protection of Existing Utilities:
   1. Existence and location of underground items are not guaranteed. Investigate and field verify before starting work. Excavation and backfill in the vicinity of existing items of work shall be carried out with extreme caution.
   2. Notify Texas 811 or the utility company involved to locate all public and private utility company lines before beginning work.
   3. Contractor shall be held responsible for any damage and for maintenance and protection of existing utilities.
   4. If unknown and uncharted utilities are encountered during excavation, promptly notify Owner's Representative and the governing utility company when determinable and wait for instructions.
   5. For private utilities found, if it is ascertained by Owner's Representative that such utility line has been abandoned, properly cap line at a depth approved by Owner's Representative or remove line as directed. All work to cap and remove abandoned public utilities found, must be coordinated through the governing utility company.
   6. If such unknown utilities are encountered and work is continued without contacting the Owner for instructions, and damage is caused to said utilities, Contractor shall repair, at his own expense, such damage to the satisfaction of the Owner and the Utility Company.
   7. Indicate on record drawings where there is conflict between field conditions and drawings.

1.05 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

B. Samples: Submit samples of all materials used for Architect's approval wherever specified or as directed by the Architect.

C. Shoring and Slope Protection Design:
   1. Prior to beginning any excavation, submit certification to the Architect that the proposed shoring and slope protection system has been accepted and approved by all governing jurisdictions. Certification shall be signed and sealed by the engineer of record for the shoring design.
   2. Provide signed letter from the Geotechnical Engineer stating that the proposed design complies with the recommendations of geotechnical reports.

1.06 QUALITY ASSURANCE

A. Pre-Excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

B. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

C. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soil materials to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor responsible to coordinate with the testing agency prior to start of work requiring testing so as to minimize unnecessary cost or delays to the project.

D. Testing:
   1. Owner will retain and pay a qualified Geotechnical engineer to take all field samples and do all laboratory testing necessary to verify compliance of the work to these Specifications or as required by City or other regulatory agencies. The Geotechnical Engineer shall submit results of all testing done during the course of the work to the Owner, Architect, and Contractor.
   2. Notify testing lab a minimum of 48 hours in advance of the time testing is required to satisfy requirements of this section.
   3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.
   4. All tests shall be performed by the Soil Engineer in accordance with ASTM D 1557, D1556, D2922, D3017, or other test method selected by Geotechnical Engineer.

PART 2 – PRODUCTS

2.01 SOIL MATERIALS

A. Fill materials and sources must be approved by the Owner’s Representative. The Contractor is responsible for providing adequate samples and testing results to the Owner for testing and approval.

B. Select fill per 2.2 shall be used beneath all site retaining walls and site structures where fill material is required to achieve the grades and elevations on the plans.

C. General fill per 2.3 shall be used for fill in landscaping areas not supporting structures. Topsoil per 2.4 shall be spread over landscape areas as needed.

D. Fill material beneath paving shall be per 2.2 or 2.3. Regardless of the fill material used, subgrade shall be chemically stabilized for the thickness specified and detailed in the drawings.

E. Material excavated onsite may be used as fills, with prior Geotechnical Engineer approval.
   1. Onsite fill materials shall be free of organic or deleterious products.
   2. Moisture content of existing soils may require adjustment for compaction approval.

2.02 SELECT FILL

A. The select fill shall consist of sandy clay, lime stabilized clays or clean sand, uniformly graded and free of objectionable material.
   1. Sandy Clay Fill: Sandy clay fill shall have a plasticity index between 10 and 20. The fill materials shall be placed in loose lifts not exceeding 8 inches in height and compacted to 95 percent of Standard Maximum Density at the proper moisture content for that soil type as defined by ASTM D 698.
   2. Lime Stabilized Clay Fill: Clays may be stabilized in place or mixed with lime at another location on the site and placed and compacted. Lime stabilization shall be performed in accordance with Section 31 32 13.29 – Lime Stabilization or 31 32 13.26 – Lime-Fly Ash or Fly Ash Stabilization. The percent of lime to be used shall be determined by the testing laboratory at the source prior to acceptance of the material for fill. The material shall be placed in loose lifts not exceeding 8 inches in thickness and compacted to 95 percent of Standard Maximum Density at the proper moisture content for that soil type as determined by ASTM D 698.

2.03 GENERAL FILL

A. General fill material shall be used for fill in landscaping areas not supporting structures, and may be used beneath pavement. General fill material may be any native soil free of debris, trash, rocks over one (1) inch in diameter and other objectionable material with a PI less than 35. General fill shall be placed and compacted in lifts not exceeding 8 inches in thickness to 95 percent standard density as defined by ASTM D 698. The fill shall be kept sufficiently low to accommodate the proper depth of topsoil and related sod or other vegetation.

2.04 TOPSOIL

A. Topsoil material shall be native earthen material suitable for growth of vegetation such as silty and sandy loams. The site stripings may be used as topsoil unless otherwise shown on the drawings. Topsoil shall be free of roots and rocks larger than ½ inch (12 mm), subsoil, debris, large weeds and foreign matter. Topsoil shall be spread over landscape areas to a depth of 4 to 6 inches and compacted to 92 percent of standard density as defined by ASTM D 698.

2.05 SPECIAL DRAINAGE MEDIA

A. All retaining wall and French drain backfill material shall be clean open-graded gravel, maximum 3/4" particle size in accordance with the details contained in the plans

B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
   1. Grab Tensile Strength: 90 lbf; ASTM D 4632.
   2. Tear Strength: 40 lbf; ASTM D 4533.
   3. Puncture Resistance: 50 lbf; ASTM D 4833.
   4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
   5. Apparent Opening Size: No. 50; ASTM D 4751.

C. Approved Materials
   1. Mirafi 140 filter fabric.
   2. Contech C-35NW
   3. Approved alternate.

PART 3 – EXECUTION

3.01 PREPERATION

A. Inspection
   1. Prior to performing the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where work may properly commence.
   2. Verify that survey bench mark and intended elevations for the Work are as indicated.
   3. Verify existing grades and dimensions before starting any grading operations.
   4. Verify that work may proceed in complete accordance with the design.
   5. In the event of discrepancy, immediately notify the Owner's Representative.

B. General

   1. Use all means necessary to control dust on or near the site resulting from the performance of the Work. Thoroughly moisten all surfaces to prevent dust being a nuisance to the public, adjacent uses, and concurrent work on site. Moisture level during compaction operations shall not exceed that amount as specified by Geotechnical Engineer.
   2. Conduct work so as to avoid injury to persons and damage to adjacent property. Provide appropriate shoring, bracing and barriers, including light when necessary.
   3. Coordinate operations with, and provide access to, the Geotechnical Engineer or designated representative during demolition and construction for purposes of testing, investigation and inspection.

C. Protect and maintain benchmarks and survey control points from disturbance during construction.

D. Protect existing site improvements to remain from damage during construction. Restore damaged improvements to their original condition, as acceptable to Owner.

E. Locate and clearly flag trees and vegetation to remain or to be relocated

F. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

G. Protect subgrade from excessive drying or excessive moisture.

3.02 EXCAVATION

A. General - Contractor shall complete all excavation required regardless of the variations in hardness, type, or density of materials encountered, to the dimensions and elevations shown on the drawings. When unsatisfactory material is uncovered, that material shall be removed and replaced with select fill or treated as directed by the Owner's Representative at no additional cost to the Owner.

B. Excavation is unclassified and includes excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remedial work due to over-excavation including provision of suitable and stable backfill meeting the degree of compaction required shall be at the Contractor's expense.

C. If excavated materials of a suitable nature are not of sufficient quantity to complete the work, contractor may provide borrow material in sufficient quantity to complete the work with the approval of the Owner's Representative at no additional cost to the Owner.

D. Dispose of excess satisfactory soil material and all unsatisfactory soil material and rock obtained from excavations in at no additional cost to the Owner in accordance with all local Ordinances and State and Federal Laws.

E. Excavation for Pavement
   1. The material exposed after excavation shall be scarified to a depth of 6 inches and compacted to at least 95 percent of Standard (ASTM D 698) Maximum Density within plus or minus 3 percent of optimum moisture content of the soil. Where necessary to achieve the required compaction, stabilization methods as outlined in paragraph 2.2. A. 2 of this specification shall be used at no additional cost to the Owner.
   2. Excavation required beneath pavement sections shall comply with elevations and dimensions shown on the plans and detailed sections within a tolerance of plus or minus 0.10 foot. Contractor shall take care not to disturb areas that are designated to be protected or are outside the construction limits. Excavated areas shall be kept free of ground and surface water.

F. Cut Slopes and Ditches: Slopes and grades of ditches shall conform to the plans within a tolerance of plus or minus 0.10 foot. No exposed slopes shall be steeper than three feet horizontal to one foot vertical. Where slope protection is specified or called out

on the plans, said protection shall be placed as soon as practical, after exposing the slope. Erosion and sedimentation controls shall be implemented in all cut areas as specified in Section 01 57 13 – Erosion and Sedimentation Control.

3.03 FILL AND BACKFILL

A. Placement
   1. Fill material shall be placed in loose lifts not exceeding 8 inches for areas beneath site structures and pavement, and 12 inches for landscape areas not supporting structures. Fill areas shall be compacted to 95 percent of Standard Maximum Density at the proper moisture of that soil as defined by ASTM D 698.
   2. Each lift shall be thoroughly compacted and shall have obtained satisfactory density prior to proceeding with the next lift.
   3. The top 6 to 8 inches of material beneath vehicular pavement shall be stabilized after placement.
   4. Material shall be free of trash and rocks over 1 inch in diameter.
   5. Fill shall be brought up to the proper elevations as determined from the lines, grades, sections and elevations shown on the plans.

B. Site Retaining Wall/Structure Backfill:
   1. Place granular material as engineered backfill at all building and site retaining walls.
   2. For precast site retaining walls, install specified gravel and filter fabric prior to backfill installation. Position according to manufacturer's recommendations.
   3. Place in accordance with applicable portions of the Specifications.
   4. Compact per approved methods, using hand operated compaction equipment. Compact to at least 90% per ASTM D1557.

C. Compaction and Finishing
   1. Suitable compaction equipment commonly used to meet the requirements for this type of compaction work shall be used.
   2. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The surface grade shall be consistent with the drainage intent shown on the plans such that no unwanted ponding shall occur.
   3. Surface shall not be more than 0.10 feet above or below the established grade, and all ground surfaces shall vary uniformly between indicated grades.
   4. Cut material from the site may be used for fill material. Where cut material is used as fill, each lift of such material shall be properly mixed to obtain a uniform material with clay being the predominant material and maintaining a plasticity index less than 35.
      a. Lime stabilization shall be used for clay material and shall conform to Section 31 32 13.19 – Lime Stabilization or 31 32 13.26 – Lime-Fly Ash or Fly Ash Stabilization.
      b. Cement stabilization shall be used for sandy or silty materials and shall conform to Section 31 32 13.16 - Cement Stabilization.

3.04 EROSION CONTROL

A. There shall be at all times adequate protection to newly graded areas to prevent soil erosion as provided in Section 01 57 13 – Erosion and Sedimentation Control.

B. Soil erosion that occurs prior to acceptance of the work shall be repaired at no expense to the Owner.

C. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

D. 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 Owner's Testing and Inspection Service; reshape and re-compact.

E. 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 the greatest extent possible.

3.05 GRADING

A. Rough Grading
   1. Cut and fill shall be left sufficiently high to require cutting by fine grading.
   2. Grade to subgrade depths required for construction of finished surface materials and for controlled internal drainage of site.

B. Fine Grading
   1. Fine grading shall conform to elevations required to ensure finished elevations as indicated on the drawings.
   2. At no additional cost to the Owner the Contractor shall be responsible for minor adjustments to finished grade if deemed required by the Owner's Representative.
   3. Provide a smooth transition between adjacent existing grades and new grades.
   4. Till, disc, hand rake or otherwise scarify soil removing all clods, stones, and undesirable material ½ inch or larger. Place and spread any additional material that may be required.
   5. Prepare to immediately begin planting operations of the completed and accepted finish grade to prevent excessive weed growth in lawn areas.

C. Slope grades to direct water away from buildings and to prevent ponding at a minimum of 5% grade for the initial 10 feet, as shown on the drawings or as directed by the Owner's Representative. Maximum cross slope for all walkways shall be 2% for disabled access. Finish subgrades to required elevations within the following tolerances:
   1. Lawn or Unpaved Areas: Plus or minus 0.1 foot (1.2 inches)
   2. Walks: Plus or minus ½ inch
   3. Pavements: Plus or minus ½ inch

3.06 TESTING AND INSPECTION

A. Materials and installed work require testing to show that the specifications for the materials and work have been met. The Owner may, at the Owner's expense, take random tests on materials and installed work. The Contractor shall allow free access to material stockpiles and facilities at all times. In fill areas each lift must be tested and approved before proceeding on the next lift. Retesting of rejected materials and installed work, shall be done at the Contractor's expense.

B. Contractor shall notify Owner's testing laboratory 24 hours in advance of beginning any earth work operations and coordinate testing schedules to meet these specifications.

C. Maximum density tests per ASTM D 698 shall be taken on all fill materials at a rate of one test for each type of soil to be used and at least one test for every 1,000 cubic yards of fill.

D. Field density tests per ASTM D 1556 or ASTM D 2922 shall be taken on all fill material at a rate of one test for every ten thousand 10,000 square feet and at least one test per lift.

E. All imported fill material shall be approved prior to importing.

3.07 DUST ABATEMENT

A. The Contractor shall comply with applicable Federal, State, and local laws and regulations concerning the prevention and control of dust pollution.

B. During the performance of the work required by these specifications or any operations appurtenant thereto, whether on right-of-way provided by the Owner or elsewhere, the Contractor shall furnish all the labor, equipment, materials, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance, and to prevent dust which has originated from the contractor's operations from damaging crops, orchards, cultivated fields, and dwellings, or causing a nuisance to persons. The Contractor will be held liable for any damage resulting from dust originating from the contractor's operations under these specifications.

C. Dust Control shall be accomplished by one of the following methods:
   1. Sprinkling the ground surface with water until it is moist.
   2. Whenever ordered by the Owner's Representative, the Contractor shall furnish and distribute over the traveled road surfaces, which have not yet been fully restored, an application of Calcium Chloride. The material used shall be Regular Flake Calcium Chloride having a minimum chemical content of Calcium Chloride of 77%. Unless otherwise specified or ordered by the Owner, rate of application shall be 3 pounds per square yard of surface covered.
   3. All methods of reducing formation of dust shall be at no additional cost to the Owner.

3.08 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

B. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

C. Stockpile Topsoil may not exceed 6 feet in height.

3.09 FIELD QUALITY CONTROL

A. Testing shall be the responsibility of the Owner and costs of initial testing shall be paid by Owner. Cost of all subsequent testing necessary due to non-compliance with specifications shall be paid by Contractor.

B. Density Test:
   1. Density tests shall be performed by an approved commercial testing laboratory approved per ASTM D 1557.
   2. Tests shall be performed in accordance with the referenced Standards.
   3. Field and laboratory tests for moisture density relations shall be determined in accordance with ASTM D 1557. The frequency and location of field density tests will be determined by the Geotechnical Engineer.
   4. Trenches improperly compacted shall be reopened to the depth directed, then refilled and compacted to the density specified at no additional cost to the Owner.

3.10 DRAINAGE CONTROLS

A. Provide all necessary temporary apparatus, pumps, curbs or ditches as required to divert or convey water from any source away from the Work. Do not allow water from any source to accumulate within or damage earthwork.

3.11 CLEANING AND DISPOSAL

A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.

B. 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 at no additional cost to the Owner.

C. Leave site clean and raked, ready to receive landscaping.

END OF SECTION 31 22 13

SECTION 31 23 33 – TRENCHING BACKFILLING AND COMPACTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for excavating and backfilling for storm sewer, sanitary sewer, water distribution lines, and all related appurtenances. Excavation and backfill shall be in conformance with the locations, lines, elevations and grades shown on the plans. This section also specifies the requirements for clay plugs that must be installed near building face on all utility trenches including water, storm sewer, sanitary sewer, mechanical, electrical, telecom, data, plumbing and other utility trenches for slab on grade and structural first floor building projects.

1.02 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation, including excavation for trenches, or the top surface of a fill or backfill immediately below base course, pavement, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

D. Base Course: The layer placed between the subgrade and surface pavement in a paving system.

E. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Owner's rep. Unauthorized excavation, as well as remedial work directed by the Owner's Rep shall be at the Contractor's expense.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

G. Utilities include underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

H. Unforeseen Excavation: Excavation of material, regardless of its character or nature, below the subgrade elevation required to construct the work as indicated on the drawings or specified herein.

I. Bedding Material: Granular material utilized to bed piped utilities placed in trench excavations.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction for work in the right-of-way or easements.

C. Shoring that is required to complete the Work, is considered a method or technique and is the sole responsibility of the Contractor. If a regulatory agency requires a licensed engineer to design, approve or provide drawings for shoring, then it is the sole responsibility of the Contractor to engage the services of a qualified Engineer for shoring design services at no additional cost to the Owner.

D. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 PROJECT CONDITIONS

A. Subsurface data is available from the Owner. Contractor is urged to carefully analyze the site conditions.

B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-preparation 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 authorities having jurisdiction.

C. Prior to earthwork operations, existing utilities, facilities and permanent objects to remain shall be located and adequately protected.

D. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the Authority having Jurisdiction (AHJ) and then only after arranging to provide temporary utility services as required by the AHJ.

E. Protection of Existing Utilities:
   1. Utilities have been located from surveys and available existing records; not all utilities may be shown on the Drawings. Locate all utilities prior to beginning any construction activities.
   2. Notify Texas 811 or the utility company involved to locate all public and private utility company lines before beginning work.
   3. Excavation and backfill in the vicinity of existing items of work shall be carried out with extreme caution. Contractor shall be held responsible for any damage and for maintenance and protection of existing utilities.
   4. If unknown and uncharted utilities are encountered during excavation, promptly notify Owner's Representative and the governing utility company when determinable and wait for instructions.
   5. For private utilities found, if it is ascertained by Owner's Representative that such utility line has been abandoned, properly cap line at a depth approved by Owner's Representative or remove line as directed. All work to cap and remove abandoned public utilities found, must be coordinated through the governing utility company.
   6. If such unknown utilities are encountered and work is continued without contacting the Owner for instructions, and damage is caused to said utilities, Contractor shall repair, at his own expense, such damage to the satisfaction of the Owner and the Utility Company.

7. Indicate on record drawings where there is conflict between field conditions and drawings.

F. Where utilities require adjustment or relocation to construct the Work, and those utilities are shown on the Drawings, relocation or adjustment is a part of the Work and shall be completed at no additional cost to the Owner.

G. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.05 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with classification according to ASTM D 2487 of each soil material proposed for backfill.

C. Samples: Submit samples of all materials used for Owner's Representative's approval wherever specified or as directed.

D. Submit proposed target cement content and production data for sand-cement mixture in accordance with requirements of Paragraph 2.3, Materials Qualifications.

1.06 QUALITY ASSURANCE

A. Pre-Excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

B. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

C. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soil materials to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor responsible to coordinate with the testing agency prior to start of work requiring testing so as to minimize unnecessary cost or delays to the project.

D. Testing:
   1. Owner will retain and pay a qualified Geotechnical engineer to take all field samples and do all laboratory testing necessary to verify compliance of the work to these Specifications or as required by City or other regulatory agencies. The Geotechnical Engineer shall submit results of all testing done during the course of the work to the Owner, Architect, and Contractor.
   2. Notify testing lab a minimum of 48 hours in advance of the time testing is required to satisfy requirements of this section.
   3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.

4. All tests shall be performed by the Soil Engineer in accordance with ASTM D 1557, D1556, D2922, D3017, or other test method selected by Geotechnical Engineer.

PART 2 – PRODUCTS

2.01 EARTH BACKFILL

A. Earth backfill shall be native soils free of debris, trash, rocks over 1-inch in diameter and other objectionable material.

2.02 CEMENT STABILIZED SAND BACKFILL

A. Use sand-cement mixture producing minimum unconfined compressive strength of 100 pounds per square inch (psi) in 48 hours.
   1. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 4 hours of batching.
   2. Determine minimum cement content from production data and statistical history. Provide no less than 1.1 sacks of cement per ton of dry sand.

B. Cement: Type I Portland cement conforming to ASTM C 150.

C. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C 33, or requirements for bank sand below, and the following requirements:
   1. Classified as SW, SP, SW-SM, SP-SM, or SM by Unified Soil Classification System of ASTM D 2487.
   2. Deleterious materials:
      a. Clay lumps, ASTM C 142 - less than 0.5 percent.
      b. Lightweight pieces, ASTM C 123; less than 5.0 percent.
      c. Organic impurities, ASTM C 40, color no darker than standard color.
   3. Plasticity index of 4 or less when tested in accordance with ASTM D 4318.

D. Add required amount of water and mix thoroughly in pugmill-type mixer. This material cannot be used after it loses its moisture content.

2.03 BANK SAND BACKFILL

A. Durable bank run sand classified as SP, SW, or SM by Unified Soil Classification System (ASTM D 2487) meeting following requirements:
   1. Less than 15 percent passing number 200 sieve when tested in accordance with ASTM D 1140. Amount of clay lumps or balls may not exceed 2 percent.
   2. Material passing number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318: PI not exceeding 7.

2.04 WATER

A. Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter or other substances injurious to the finished product.

B. Water sources other than the local municipal domestic water supply must be approved by the Owner's Representative.

C. If onsite reclaimed water sources are used, tanks and appurtenances must be clearly marked with the words "non-potable" water.

PART 3 – EXECUTION

3.01 PREPERATION

A. Inspection
   1. Prior to performing the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where work may properly commence.
   2. Verify that survey bench mark and intended elevations for the Work are as indicated.
   3. Verify existing grades and dimensions before starting any grading operations.
   4. Verify that work may proceed in complete accordance with the design.
   5. In the event of discrepancy, immediately notify the Owner's Representative.

B. General
   1. Use all means necessary to control dust on or near the site resulting from the performance of the Work. Thoroughly moisten all surfaces to prevent dust being a nuisance to the public, adjacent uses, and concurrent work on site. Moisture level during compaction operations shall not exceed that amount as specified by Geotechnical Engineer.
   2. Conduct work so as to avoid injury to persons and damage to adjacent property. Provide appropriate shoring, bracing and barriers, including light when necessary.
   3. Coordinate operations with, and provide access to, the Geotechnical Engineer or designated representative during demolition and construction for purposes of testing, investigation and inspection.

C. Protect and maintain benchmarks and survey control points from disturbance during construction.

D. Protect existing site improvements to remain from damage during construction. Restore damaged improvements to their original condition, as acceptable to Owner.

E. Locate and clearly flag trees and vegetation to remain or to be relocated

F. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.02 EXCAVATION

A. General
   1. All utility trenches shall be constructed in conformance with OSHA trench safety standards.
   2. Sheeting and shoring shall be accomplished to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period for trenches five (5) feet in depth or deeper. Where approved, trench sides may be laid back in lieu of shoring to meet OSHA safety standards.

3. Utilities shall not be constructed or laid in a trench in the presence of water. All water shall be removed from the trench sufficiently prior to the line placing operation to insure a dry, firm bed on which to place the utility line.
4. Excavation is unclassified and includes excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
    a. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
    b. Remedial work due to over-excavation including provision of suitable and stable backfill meeting the degree of compaction required shall be at the Contractor's expense.
5. If excavated materials of a suitable nature are not of sufficient quantity to complete the work, provide borrow material in sufficient quantity to complete the work at no additional cost to the Owner.
6. Dispose of excess satisfactory soil material and all unsatisfactory soil material and rock obtained from excavations in accordance with the provisions of this Section.
7. Where utilities are in fill, compact fill material to 95% standard proctor maximum dry density at least 12 inches above the top of the proposed utility prior to excavation of trench.
8. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Owner's Representative. Unauthorized excavation, as well as remedial work, shall be at the Contractor's expense.

B. Sewer Trenches
1. For pipe sizes less than 30-inches in diameter, the minimum trench width shall be outside diameter of pipe plus 24-inches.
2. For pipe sizes 30-inches in diameter and larger the minimum trench width shall be outside diameter of pipe plus-36 inches.
3. Trenches shall be excavated to a depth at least 12-inches below the barrel of pipe, and then the pipe bedding and backfill shall be placed as shown on the appropriate details contained within the plans and as described in paragraph 3.3 A. of this section.

C. Excavation for manholes, inlets, tie-in to existing facilities and similar structures shall be sufficient to leave at least 12-inches clear between the outer surfaces and the embankment or sheeting that may be used to hold and protect the banks. Any over depth excavation below such appurtenances shall be refilled with cement stabilized sand, as directed, at no additional cost to the Owner.

D. Water line Trenches:
1. Water lines must be a minimum of 4-feet in depth from the top of proposed grade to the top of pipe, unless otherwise shown on the plans.
2. Trench width for water lines shall be a minimum of the outside pipe diameter plus 24-inches.
3. Trenches shall be excavated to a depth of at least 12-inches below the barrel of pipe, and then the pipe bedding and backfill shall be placed as shown on the appropriate details contained within the plans and as described in paragraph 3.3 B. of this section.

3.03 PIPE BEDDING AND BACKFILL

A. Storm and sanitary sewer trenches:
   1. Pipe shall be bedded and backfilled in trench in accordance with the details shown on the plans.
   2. Cement stabilized sand bedding shall extend from a point 12 inches below the bottom of the pipe to the level of the spring line. The cement stabilized sand shall be thoroughly rodded after being placed in trench.
   3. Bedding, sewer pipe and initial backfill over the top of pipe must be placed in a single day's operation for any given portion of pipe. Initial backfill shall be placed to 12-inches over the top of pipe for cement stabilized sand backfill.
   4. Backfill shall be placed in uniform layers not to exceed 8-inch loose depth, and compacted to a minimum of 95 percent of Standard Maximum Density (ASTM D 698) at the proper moisture content specified in the Geotechnical report for this project.
   5. Backfill, under pavement and to 2-foot from outer edge, shall be cement stabilized sand up to 1-foot below subgrade elevation.

B. Water line Trenches
   1. Pipe shall be bedded and backfilled in trench in accordance with the details shown on the plans.
   2. Bank sand bedding shall extend from a point 12-inches below the bottom of the pipe to the level of the spring line. The bank sand shall be thoroughly rodded after being placed in trench.
   3. Bedding, sewer pipe and initial backfill over the top of pipe must be placed in a single day's operation for any given portion of pipe. Initial backfill shall be placed to 12-inches over the top of pipe for bank sand backfill.
   4. Backfill shall be placed in uniform layers not to exceed 8-inch loose depth, and compacted to a minimum of 95 percent of Standard Maximum Density (ASTM D 698) at the proper moisture content specified in the Geotechnical report for this project.
   5. Backfill, under pavement and to 2-foot from outer edge, shall be cement stabilized sand up to 1-foot below subgrade elevation.

C. Bentonite Clay Plug for All Utility Trenches (water, storm, sanitary, mechanical, electrical, telecom, plumping, etc.)
   1. All trenches must have a bentonite granular clay plug installed to reduce the transmission of ground water under slab on grade buildings and structural first floor buildings.
      a. The plug must be installed at a distance of 1-foot beyond the face of the building foundation and be a minimum of 1-foot wide.
      b. The plug must extend 6-inches beneath utility trench into undisturbed soil. This portion of the clay plug must be installed prior to the installation of the utility pipe.
      c. The plug must extend across the entire trench width and extend 6-inches into undisturbed soil beyond the trench width. Install bentonite clay plug and the utility pipe at the same time.
      d. The plug must extend to within 12-inches of finished grade. A clay plug cap consisting of material with a PI greater than 15 and a LL in excess of 30 shall be placed on top of the bentonite granular clay plug. This clay plug cap shall fill the remaining 12-inches up to finished grade and be placed up to the edge of the building.

3.04 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

B. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

C. Stockpile Topsoil may not exceed 6 feet in height.

3.05 FIELD QUALITY CONTROL

A. Testing shall be the responsibility of the Owner and costs of initial testing shall be paid by Owner. Cost of all subsequent testing necessary due to non-compliance with specifications shall be paid by Contractor.

B. Density Test:
   1. Frequency and scope of testing shall be established by Geotechnical Engineer, and as required by local jurisdictional authority. If Geotechnical Engineer has not established a frequency of testing in the Geotechnical Report, testing shall be at every 100 linear foot of trench at a minimum of one per lift and a minimum of one per day.
   2. Tests shall be performed in accordance with the referenced Standards.
   3. Laboratory tests for moisture density relations shall be determined in accordance with ASTM D 1557. A minimum of one test shall be performed for each major soils type. In addition, sufficient number of retests or check points shall be performed to evaluate accuracy of maximum density values being used.
   4. Field in-place density shall be determined in accordance with ASTM Test Methods D 1556 or D 2922, and the moisture-density relations shall be determined in accordance with ASTM Test Method D 1557.
   5. Reopen improperly compacted trenches to depth directed, then refill and compact to the specified density at no additional cost to Owner

3.06 DRAINAGE CONTROLS

A. Provide all necessary temporary apparatus, pumps, curbs or ditches as required to divert or convey water from any source away from the Work. Do not allow water from any source to accumulate within or damage trenches.

END OF SECTION 31 22 13

SECTION 31 32 13.19 – LIME STABILIZATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for treating and stabilizing existing subgrade material or select fill material under pavements or site structures as shown on the drawings, by pulverizing, adding lime, and finishing to the lines and grades shown on the drawings and constructed as specified herein.

1.02 DEFINITIONS

A. Subgrade: The uppermost surface of an excavation, including excavation for trenches, or the top surface of a fill or backfill immediately below base course, pavement, or topsoil materials.

B. Backfill: Soil material or controlled low-strength material used to fill an excavation.

C. Base Course: The layer placed between the subgrade and surface pavement in a paving system.

D. Geotechnical Engineer: Person or company contracted by the owner and/or through the architect to provide testing and onsite Geotechnical services during the construction schedule.

E. Moist Cure: Curing soil and lime to obtain optimum hydration.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction for work in the right-of-way or easements.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 SUBMITTALS

A. Submit certification that hydrated lime, quicklime, or commercial lime slurry complies with specifications.

B. Submit weight tickets, certified by supplier, with each bulk delivery of lime to work site.

1.05 QUALITY ASSURANCE

A. Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soil materials to verify that soils comply with specified requirements and to perform required field and laboratory testing.

Contractor responsible to coordinate with the testing agency prior to start of work requiring testing so as to minimize unnecessary cost or delays to the project.

B. Testing:
   1. Owner will retain and pay a qualified Geotechnical engineer to take all field samples and do all laboratory testing necessary to verify compliance of the work to these Specifications or as required by City or other regulatory agencies. The Geotechnical Engineer shall submit results of all testing done during the course of the work to the Owner, Architect, and Contractor.
   2. Notify testing lab a minimum of 48 hours in advance of the time testing is required to satisfy requirements of this section.
   3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.
   4. All tests shall be performed by the Geotechnical Engineer in accordance with ASTM D 698, D1556, or other test method selected by Geotechnical Engineer.

PART 2 – PRODUCTS

2.01 LIME SLURRY

A. Lime slurry for use in treating the subgrade shall conform to the chemical and physical requirements listed in Tables 1 and 2 of TxDOT Departmental Material Specification (DMS) 6350 for Commercial Lime Slurry. Lime Slurry may be prepared at the job site or other Owner approved location by using Hydrated Lime or Quicklime as specified by chemical and physical requirements in Tables 1 and 2 of TxDOT Departmental Material Specifications (DMS) 6350.

2.02 WATER

A. Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter or other substances injurious to the finished product.

B. Water sources other than the local municipal domestic water supply must be approved by the Owner's Representative.

C. If onsite reclaimed water sources are used, tanks and apprentices must be clearly marked with the words "non-potable" water.

2.03 SOIL

A. Soil should be a clayey type soil, free of organic material, large rocks and other unsuitable materials with a plasticity index greater than 15 and a liquid limit in excess of 30. The soil should not contain more than twenty percent sands or silts.

B. Where existing pavement or base material is encountered, pulverized or scarify material so that 100 percent of sampled material passes 2-inch sieve.

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage and displacement.

B. Verify compacted subgrade will support imposed loads.

C. Verify subgrade lines and grades.

D. Complete backfill of utilities prior to stabilization.

E. Cut material to bottom of subgrade using an approved cutting and pulverizing machine meeting following requirements:
   1. Cutters accurately provide smooth surface over entire width of cut to plane of secondary grade.
   2. Provide cut to depth as specified or shown in the Drawings.

F. Alternatively, scarify or excavate to bottom of stabilized subgrade. Remove material or windrow to expose secondary grade. Obtain uniform stability.

G. Correct wet or unstable material below secondary grade by scarifying, adding lime, and compacting as directed by the Owner's Representative, at no additional cost to the Owner.

H. Pulverize existing material so that 100 percent passes a 1-3/4-inch sieve.

3.02 APPLICATION

A. The percent of lime to the dry weight of the soil shall be as shown on the drawings.

B. The lime shall be mixed with water in trucks with approved distributors and applied as a thin water suspension or slurry.

C. Apply slurry with distributor truck equipped with an agitator to keep lime and water in consistent mixture. The distribution of lime shall be uniformly placed in such quantity that all soil to be treated receives the minimum percentage of lime and successive passes made until the proper moisture and lime content is obtained. Limit spreading to an area where preliminary mixing operations can be completed on same working day.

3.03 MIXING

A. Do not expose hydrated lime to open air for 6 hours or more during interval between application and mixing. Avoid excessive hydrated lime loss due to washing or blowing.

B. The material and lime shall be thoroughly mixed by approved road mixers until a homogeneous, friable mixture of material and lime is obtained, free from all clods or lumps.

C. Immediately after the "first mixing" operation, the mixture shall be brought to the proper moisture content and sealed with a light pneumatic rubber tire roller and left

to cure for 1 to 4 days, as directed by the Owner's Representative. If rework is required to obtain compaction after 72 hours of the last mixing, add 25% of the specified rate of lime.

D. After curing time add water to bring moisture content of soil mixture to optimum or above. Mix and pulverize until all material passes 13/4-inch sieve; minimum of 85 percent, excluding non-slacking fractions, passes 3/4-inch sieve; and minimum of 60 percent excluding non-slacking fractions passes No. 4 sieve. Test according to TxDOT Tex-101-E, Part III using dry method. All clods shall be reduced in size by raking, blading, disking, harrowing, scarifying or other approved method.

E. Shape mixed subgrade to final lines and grades.

3.04 COMPACTION

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than 3 calendar days after final mixing.

B. Aerate or sprinkle to attain optimum moisture content to 3 percent above optimum, as determined by ASTM D 698 on material sample after final mix with lime.

C. Spread and compact in two or more equal layers where total compacted thickness is greater than equipment manufacturer's recommended range of mixing and compaction.

D. Compact with approved heavy pneumatic or vibrating rollers, or combination of tamping rollers and light pneumatic rollers. Begin compaction at bottom and continue until entire depth is uniformly compacted.

E. Do not allow stabilized subgrade to mix with underlying material. Correct irregularities or weak spots immediately by replacing material and recompacting.

F. Compact subgrade to minimum density of 95 percent of maximum dry density, according to ASTM D 698, at moisture content of optimum to 3 percent above optimum, unless otherwise indicated on Drawings.

G. Seal with approved light pneumatic tired rollers. Prevent surface hair line cracking. Rework and recompact at areas where hairline cracking develops.

3.05 CURING

A. Moist cure for minimum of 3 days before placing base or surface course, or opening to traffic. Subgrade may be opened to traffic after 2 days when adequate strength has been attained to prevent damage. Restrict traffic to light pneumatic rollers or vehicles weighing less than 10 tons.

B. Keep subgrade surface damp by sprinkling. Roll with light pneumatic roller to keep surface knit together.

C. Place base or surface within 14 days after final mixing and compaction. Restart compaction and moisture content of base material when time is exceeded.

3.06 TOLERANCES

A. Surface of the subgrade shall not show any deviation in excess of 1/4 inch above or one inch below established subgrade elevation. Thickness of the finished subgrade shall be at least the thickness shown on the plans within ¼ inch tolerance and can exceed the thickness shown on the plans as needed to meet the needs of the project.

B. The surface shall be uniform and smooth without large clumps or voids.

3.07 FIELD QUALITY CONTROL

A. Testing shall be the responsibility of Owner and costs of initial testing will be paid by Owner. Cost of subsequent testing necessary due to non-compliance with Specifications shall be paid by Contractor.

B. Test soils, lime, and mixtures as follows:
   1. Tests and analysis of soil materials will be performed in accordance with ASTM D 4318, using the wet preparation method.
   2. Sampling and testing of lime slurry shall be in accordance with TxDOT Tex-600-J, except using a lime slurry cup.
   3. Sample mixtures of hydrated lime or quicklime in slurry form will be tested to establish compliance with specifications.
   4. Moisture-density relationship will be established on material sampled from roadway, after stabilization with lime and final mixing, in accordance with ASTM 698, Moist Preparation Method.

C. In-place depth will be evaluated for each 5,000-square feet of subgrade and determined in accordance with TxDOT Tex-140-E in hand excavated holes. For each 5,000-square feet of subgrade, 3 phenolphthalein tests will be performed. Average stabilization depth for 5,000-square feet of subgrade will be based on average depth for three tests.

D. Perform compaction testing in accordance with ASTM D 2922. Three tests will be performed for each 5,000-square feet of subgrade.

E. Pulverization analysis will be performed as required by Paragraph 3.03D on material sampled during mixing of each production area. Three tests will be performed per 5,000-square feet of subgrade or a minimum of once daily.

3.08 REWORK OF FAILED SECTIONS

A. Rework sections that do not meet specified thickness.

B. Perform the following steps when more than 72 hours have lapsed since completion of compaction.
   1. Moist cure for minimum of 3 days after compaction to required density.
   2. Add lime at rate of 25 percent of specified rate at no additional cost to City.
   3. Moisture density test of reworked material must be completed by laboratory before field compaction testing can be completed.

3.09 PROTECTION

A. Maintain stabilized subgrade to lines and grades and in good condition until placement of base or surface course. Protect asphalt membrane from being picked up by traffic.

B. Repair defects immediately by replacing material to full depth.

END OF SECTION 31 32 13.19

SECTION 31 41 33 – TRENCH SAFETY

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section is intended to provide specifications for the minimum requirements for trench safety. The Contractor shall endeavor to insure the safety of their employees working in and around trenches and other excavations in accordance with current Occupation and Safety Health Administration (OSHA) standards and in particular, Excavations, Trenching and Shoring, Federal OSHA Standards, 29 C.F.R. part 1926, Subpart P, as amended including Final Rule, published in Federal Register Vol. 54, No. 209 Tuesday October 31, 1989 and latest amendment thereto. These specifications outline minimum standards of construction safety to be followed, but should not be construed as the means, methods and operations of construction. Where the Contractor deviates from these outlined minimum standards, the Contractor is required to submit for approval by the Owner sealed engineering plans designed by a Registered Professional Engineer in the State of Texas showing the proposed method of trench protection. A copy of the approved design shall be kept at the site.

1.02 DEFINITIONS

A. Trench: A narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and these installations to dimensions equivalent of a trench as defined.

B. Trench Safety Systems: Include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

C. Trench Safety Program: The safety procedures governing the presence and activities of individuals working in and around trench excavations.

D. Stable Rock - Natural solid mineral matter that can be excavated with vertical sides and remain in tract while exposed.

E. Type A Soil – Cohesive soils with an unconfined compressive strength of 1.5 tons per square foot or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and in some cases, silty clay loam and sandy clay loam cemented soils such as caliche and hard pan are also considered Type A. However, no soil is Type A if:
   1. The soil is fissured.
   2. The soil is subject to vibration from heavy traffic, piling driving, or similar effects
   3. The soil has been previously disturbed.
   4. The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical or greater.
   5. The soil is subject to other factors that would require it to be classified as a less stable material.

F. Type B Soil – Soil that meets one of the following:

1. Cohesive soil with an unconfined compressive strength greater than 0.5 tons per square foot, but less than 1.5 tons per square foot.
2. Granular cohesionless soils including: angular gravel, silt, silt loam, sandy loam and in some cases, silty clay loam and sandy clay loam.
3. Previously disturbed soils except those which would otherwise be classified as Type C soil.
4. Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration.
5. Dry rock that is not stable.
6. Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical, but only if the soil would otherwise be classified as Type B.

G. Type C Soil – Soil that meets one of the following:
1. Cohesive soil with an unconfined compressive strength of 0.5 tons per square foot or less.
2. Granular soils including: gravel, sand and loamy sand.
3. Saturated or submerged soil.
4. Submerged rock that is not stable.
5. Soil in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical or greater.

H. Unconfined compressible strength shall mean the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, estimated in the field using a pocket penetrometer, or other previously approved methods.

I. Wet soil shall mean soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

1.03 REGULATORY REQUIREMENTS

A. Install and maintain trench safety systems in accordance with current Occupation and Safety Health Administration (OSHA) standards and in particular, Excavations, Trenching and Shoring, Federal OSHA Standards, 29 C.F.R. part 1926, Subpart P, as amended including Final Rule, published in Federal Register Vol. 54, No. 209 Tuesday October 31, 1989 and latest amendment thereto.

B. The Contractor is responsible for obtaining a copy of OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 section of the Federal Register.

C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).

D. Reference materials, if developed for a specific project, will be issued with the Bid/Proposal Documents.

1.04 SUBMITTALS

A. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.

B. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by Contractor.

C. Review of the safety program by the Owner's Representative will only be in regard to compliance with this specification and will not constitute approval by the Owner's Representative nor relieve Contractor of obligations under State and Federal trench safety laws.

D. Submit certification that trench safety system will not be subjected to loads exceeding those which the system was designed to withstand according to the available construction and geotechnical information.

1.05 INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the Owner, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 – PRODUCTS

2.01 GENERAL

A. Materials used for sheeting, sheet piling, cribbing, bracing, shoring, underpinning, and other structural retaining systems shall be in good serviceable condition, of good quality, of a suitable condition and grade to perform the intended use. Wood shall be sound, free from large or loose knots, and of the proper dimensions. The Contractor shall be responsible for maintaining the systems in a manner consistent with the intended design and in a manner that will prevent exposure of workers to hazards.

PART 3 – EXECUTION

3.01 GENERAL SAFETY REQUIREMENTS

A. The work area shall be kept free of hazards to the employees. All surface encumbrances which may create a hazard shall be removed, supported or otherwise isolated as necessary to safeguard employees.

B. The Contractor shall take special precautions to locate existing utilities and to protect those systems as required. The Contractor shall call the Utility Coordinating Committee as required 24 hours prior to excavating around existing utilities.

C. The Contractor shall provide safe access and egress to excavations. Ramps or stairways shall be structurally sound and capable of providing a safe means of escape from the excavation. Trenches in excess of four (4) feet in depth shall have a safe means of egress from the trench spaced such that no more than 25 feet of lateral travel would be required to reach the egress system.

D. The employees shall be protected from work place hazards such as vehicular traffic, falling loads, and hazardous atmosphere. Excavations shall be marked so that employees and equipment are clearly warned of the location of the excavations. Trenches shall be kept free of water accumulations that would present a hazard to employees. Adjacent structures shall be stabilized as necessary so as not to present a possible hazard to the employees. Equipment shall be kept sufficiently clear of excavations so as not to create a potential overburden stress to trench walls causing cave-ins. Safe access shall be provided with handrails where access over trenches is required.

E. Emergency rescue equipment as required by OSHA shall be readily available at the site and shall be maintained to good working condition.

F. Daily inspections of excavations, the adjacent areas, and the protective systems shall be made by a person or persons competent to make such inspections to keep the Contractor notified of unsafe conditions so that necessary precautionary actions can be taken.

3.02 INSTALLATION

A. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.

B. Install specially designed trench safety systems in accordance with the Contractor’s trench excavation safety program for the locations and conditions identified in the program.

C. A competent person, as identified in the Contractor’s Trench Safety Program, shall verify that trench boxes and other premanufactured systems are certified for the actual installation conditions.

3.03 INSPECTION

A. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.

B. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.

C. Maintain a permanent record of daily inspections.

3.04 FIELD QUALITY CONTROL

A. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION 31 41 33

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SECTION 32 13 13 – CONCRETE SITE PAVING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for forming and placing reinforced vehicular pavement, curbs, sidewalks, courtyards and pedestrian areas to the lines and grades shown on the drawings and constructed as specified herein.

1.02 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction (herein after referred to as "Standard Specifications") for work in the right-of-way or easements.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.03 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing laboratory indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following materials which are part of this project, complies with requirements:
   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.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. Owner will employ a qualified independent geotechnical engineering testing agency to take all field samples and do all laboratory testing necessary to verify compliance of the work to the Specifications or as required by City or other regulatory agencies.

Contractor shall be responsible to coordinate with the testing agency prior to start of work requiring testing so as to minimize unnecessary cost or delays to the project.

C. Testing:
   1. The Geotechnical Engineer shall submit results of all testing done during the course of the work to the Owner, Owner's Representative, and Contractor.
   2. Notify testing lab a minimum of 48 hours in advance of the time testing is required to satisfy requirements of this section.
   3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.

PART 2 – PRODUCTS

2.01 CONCRETE MATERIALS

A. Portland Cement:
   1. Sample and test cement to verify compliance with Standards of ASTM C 150, Type I or Type III.
   2. Bulk cement which meets referenced standards may be used when method of handling is approved by the Owner's Representative. When using bulk cement, provide satisfactory weighing devices.
   3. Fly ash which meets standards of ASTM C 618 may be used as mineral fill when method of handling is approved by the Owner's Representative.

B. Water: Conform to requirements for water in ASTM C 94.

C. Coarse Aggregate: Crushed stone, gravel, or combination thereof, which is clean, hard, and durable, conforms to requirements of ASTM C 33, and has abrasion loss not more than 45 percent by weight when subjected to Los Angeles Abrasion Test (ASTM C 131).
   1. Maximum percentage by weight of deleterious substances shall not exceed following:

Item	Percent by Weight of Total Sample Maximum
Clay lumps and friable particles	3.0
Material finer than 75-µm (No. 200) sieve:	
Concrete subject to abrasion	3.0*
All Other concrete	5.0*
Coal and lignite:	
Where surface appearance of concrete is of importance	0.5
All other concrete	1.0

* In case of manufactured sand, when material finer than 75-µm (No. 200) sieve consists of dust of fracture, essentially free from clay or shale, these limits may be increased to 5 and 7 percent, respectively.

2. Conform coarse aggregate (size 1 1/2 inch to No. 4 sieve) to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 1 3/4" sieve	0
Retained on 1 1/2" sieve	0 – 5
Retained on 3/4" sieve	30 – 65
Retained on 3/8" sieve	70 – 90
Retained on No. 4 sieve	95 – 100
Loss by Decantation Test (Tex-406-A)	1.0 Maximum

* In case of aggregates made primarily from crushing of stone, when material finer than 200 sieve is dust of fracture essentially free from clay or shale as established by Part III of TxDOT Tex-406-A, percent may be increased to 1.5.

D. Fine Aggregate: Sand, manufactured sand, or combination thereof, composed of clean, hard, durable, uncoated grains, free from loams or other injurious foreign matter. Conform fine aggregate for concrete to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 3/8" sieve	0
Retained on No. 4 sieve	0 – 5
Retained on No. 8 sieve	0 – 20
Retained on No. 16 sieve	15 – 50
Retained on No. 30 sieve	35 – 75
Retained on No. 50 sieve	65 -90
Retained on No. 100 sieve	90 – 100
Retained on No. 200 sieve	97 – 100

1. When subjected to color test for organic impurities (ASTM C 40), fine aggregate shall not show color darker than standard color. Fine aggregate shall be subjected to Sand Equivalent Test (Tex-203-F). Sand equivalent value shall not be less than 80, unless higher value is shown on Drawings.

E. Mineral Filler: Type "C" or Type "F" fly ash of acceptable quality and meeting requirements of ASTM C 618 may be used as mineral admixture in concrete mixture. When fly ash mineral filler is used, store and inspect in accordance with ASTM C 618. Do not use fly ash in amounts to exceed 20 percent by weight of cementatious material in mix design. Cement content may be reduced when strength requirements can be met. Note: When fly ash is used, term "cement" is defined as cement plus fly ash.

F. Air Entraining Agent: Furnish air entraining agent conforming to requirements of ASTM C 260.

G. Water Reducer: Water reducing admixture conforming to requirements of ASTM C 494 may be used when required to improve workability of concrete. Amount and type of admixture is subject to approval by the Owner's Representative.

2.02 MIXING

A. Flexural strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C78 (using simple beam with

third-point loading). Compressive strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Determine and measure batch quantity of each ingredient, including water for batch designs and all concrete produced for Work. Mix shall conform to these specifications and other requirements indicated on Drawings.

B. Vehicular Pavement and Curbs
   1. Mix design shall have a minimum compressive strength of 3,000 pounds per square inch at 7 days and 3,500 pounds per square inch at 28 days when tested in accordance with ASTM C39. Slump of concrete shall be at least 3 inches but no more than 6 inches, when tested in accordance with ASTM C143.
      a. Determine cement content in accordance with ASTM C 138 (water-cement ratio maximum 0.57). Addition of mineral filler may be used to improve workability or plasticity of concrete to limits specified.
      b. Coarse dry aggregate shall not exceed 85 percent of loose volume of concrete.
      c. Add air-entraining admixture to ensure uniform distribution of agent throughout batch. Base air content of freshly mixed air-entrained concrete upon trial mixes with materials to be used in Work, adjusted to produce concrete of required plasticity and workability. Percentage of air entrainment in mix shall be 4 1/2 percent plus or minus 1 1/2 percent. Determine air content by testing in accordance with ASTM C 231.
      d. Use retardant when temperature exceeds 90 degrees F. Proportion as recommended by manufacturer. Use same brand as used for air-entraining agent. Add and batch material using same methods as used for air-entraining agent.

C. Sidewalk, Courtyard and Pedestrian Area Pavement
   1. Mix design shall have a minimum compressive strength of 3,000 pounds per square inch at 28 days when tested in accordance with ASTM C39. Slump of concrete shall be at least 3 inches but no more than 6 inches, when tested in accordance with ASTM C143.
      a. Determine cement content in accordance with ASTM C 138 (water-cement ratio maximum 0.57). Addition of mineral filler may be used to improve workability or plasticity of concrete to limits specified.
      b. Coarse dry aggregate shall not exceed 85 percent of loose volume of concrete.
      c. Add air-entraining admixture to ensure uniform distribution of agent throughout batch. Base air content of freshly mixed air-entrained concrete upon trial mixes with materials to be used in Work, adjusted to produce concrete of required plasticity and workability. Percentage of air entrainment in mix shall be 4 1/2 percent plus or minus 1 1/2 percent. Determine air content by testing in accordance with ASTM C 231.
      d. Use retardant when temperature exceeds 90 degrees F. Proportion as recommended by manufacturer. Use same brand as used for air-entraining agent. Add and batch material using same methods as used for air-entraining agent.

D. High Early Strength Concrete
   1. Use high early strength concrete pavement to limits shown on Drawings or as required to meet the project schedule. Design to meet the following:
      a. Concrete Mix: Flexural strength greater than or equal to 500 psi at 72 hours.

b. Cement: Minimum of 7 sacks of cement per cubic yard of concrete.
c. Water-Cement Ratio maximum of 0.45. Slump of concrete shall a maximum of 5 inches, when tested in accordance with ASTM C 143.

E. No additional water shall be added to the concrete at the job site.

2.03 REINFORCING STEEL

A. Provide new deformed billet steel conforming to ASTM A 615, Grade 60. Store steel to protect it from mechanical injury and rust. At time of placement, steel shall be free from dirt, scale, rust, paint, oil, or other injurious materials.

B. Cold bend reinforcing steel to shapes shown. Once steel has been bent, it may not be rebent.

C. Welded wire fabric may only be utilized if indicated on the drawings. If wire fabric is utilized provide wire fabric conforming to ASTM A 82. Use fabric in which longitudinal and transverse wires have been electrically welded at points of intersection. Welds shall have sufficient strength not to be broken during handling or placing. Conform welding and fabrication of fabric sheets to ASTM A 185.

D. Employ supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete. Space supports as directed by the Owner's Representative. Charis shall be W.H.C. Products, Inc. - Series "G" with sand plates; or Dayton Superior - Aztec "Castle".

2.04 ISOLATION JOINT MATERIAL

A. Filler board of selected stock. Clear, all-heart redwood weighing no more than 30 pounds per cubic foot, after being oven dried to constant weight.

B. Board filler shall be free of defects which will impair their usefulness as expansion joint fillers.

2.05 LOAD TRANSMISSION DEVICES

A. Load Transmission devices shall be as detailed on plans and conform to the properties specified in ASTM A615, Grade 60 steel.

2.06 STEEL DOWEL BARS

A. Steel dowel bars and steel reinforcement shall be deformed or smooth bars conform in properties to ASTM A 615 Grade 40. Unless otherwise shown on the plans all reinforcing steel shall be deformed bars, all dowel bars at joints shall be smooth bars, and all curb dowels shall be deformed bars.

B. Greenstreak two component speed dowel system can be used at construction joints pending engineer approval. Product submittal required for approval.

C. Greenstreak two component speed load system can be used at isolation joints pending engineer approval. Product submittal required for approval.

2.07 NONSHRINK GROUT

A. Nonmetallic, nonshrink grout containing no chloride producing agents conforming to following requirements.
   1. Compressive strength
      a. at 7 days: 3,500 psi
      b. at 28 days: 8,000 psi
   2. Initial set time: 45 minutes
   3. Final set time: 1.5 hours

2.08 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Liquid membrane-forming compounds shall conform to ASTM C 309, Type 1 or Type 2, white pigmented. Membrane shall restrict loss of water to not more than 0.55 kg/m2 in 72 hours using test method ASTM C 156.

2.09 COVER MATERIALS FOR CURING

A. Polyethylene Film: Opaque pigmented white film conforming to requirements of ASTM C 171.

2.10 JOINT SEALING COMPOUND

A. Self-Leveling, Low Modulus Silicone or Polyurethane Sealant for Asphaltic Concrete and Portland Cement Concrete joints conforming to the requirements of TXDoT DMS-6310 for Class 5 Joint Sealants.

PART 3 – EXECUTION

3.01 PREPERATION

A. Verify subgrade lines and grades.

B. The subgrade shall be a previously prepared subgrade, stabilized if required, compacted to a minimum of 95% standard density ASTM D-698, and graded to the required section and grades shown on the drawings and as specified.

C. Proof-roll prepared sub-base surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

D. Rolling and sprinkling shall be performed to maintain the specified moisture content of the subgrade as necessary prior to placing the concrete.

3.02 FORMS

A. Forms shall be of wood or metal, properly treated to ensure concrete does not adhere to the forms, straight, clean, free from warp or defect, and of sufficient depth.

B. The forms shall be so placed that when placed each form section will be firmly in contact for its whole length and base width and exactly at the established grade.

C. Any subgrade under the forms below established grade shall be corrected using suitable material, placed, sprinkled, and rolled.

D. Forms shall be securely staked and tightly jointed and keyed to prevent displacement.

E. Sufficient stability of forms to support equipment operated thereon and to withstand its vibration without springing shall be required.

F. Forms shall remain in place not less than 24 hours after concrete is placed.

3.03 JOINTS

A. Shall be constructed in the pavement slab at locations and according to details as shown on the drawings. Stakes, braces, brackets or other devices shall be used as necessary to keep the entire joint assembly in true vertical and horizontal position.

B. When new Work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.

C. Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

D. Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

E. Form isolation joints of board filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

F. Expansion Joints shall be constructed with board filler and sealed at top. Board filler must be perpendicular to plane of concrete slab. Alignment of joint shall not vary more than 1/4 inch in 10 feet.

G. 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. If applicable, match jointing of existing adjacent concrete pavement.

H. Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/16-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces..

3.04 REINFORCING STEEL

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Reinforcing Steel shall be accurately placed as shown on drawings and secured in place. Wire reinforcing bars securely together at intersections and splices. All bars shall be supported on and secured to steel or plastic bar chairs. Laps shall be a minimum of ten (10) inches and tied. Bars and coatings shall be free of rust, dirt or other foreign matter when concrete is placed.

C. Use sufficient number of chairs for steel reinforcement bars to maintain position of bars within allowable tolerances. Place reinforcement as shown on Drawings. In plane of steel parallel to nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of spacing between bars. In plane of steel perpendicular to nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

D. Drill dowels into existing pavement, secure with epoxy, and provide paving headers as required to provide rigid pavement sections.

3.05 CONCRETE PLACEMENT

A. Concrete not placed as herein prescribed within 90 minutes after mixing shall be rejected.

B. Concrete shall not be placed when temperature is below 40 degrees F and falling, but may be placed when the temperature is above 35 degrees F and rising, the temperature being taken in the shade and away from artificial heat.

C. Concrete shall not be placed before the time of sunrise, and shall not be placed later than will permit the finishing of the pavement during sufficient natural light.

D. Moisten sub-base to provide a uniform dampened condition at time concrete is placed.

E. Deposit concrete continuously in successive batches. Distribute concrete in manner that will require as little rehandling as possible. Where hand spreading is necessary, distribute concrete with shovels or by other approved methods. Use only concrete rakes in handling concrete. At placement interruption of more than 30 minutes, place transverse construction joint at stopping point. Remove and replace sections less than 10 feet long.

F. Take special care in placing and spading concrete against forms and at longitudinal and transverse joints to prevent honeycombing. Voids in edge of finished pavement will be cause for rejection.

G. Concrete shall be consolidated by a mechanical vibrator to remove all voids. Special care shall be exercised in placing and spading concrete against forms and at all joints to prevent the forming of honeycombs and voids and to prevent displacement of steel reinforcement and load transmission devices.

H. The concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished, the surface of pavement shall conform to the required section and grade. In no case shall the maximum ordinate from a 10 foot straight edge to the pavement be greater than 1/8 inch.

I. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining the template in contact with the forms, and maintaining a slight excess of material in front of the cutting edge.

3.06 FINISHING

A. Do not add water to concrete surfaces during finishing operations.

B. After completion of a strike-off, consolidation and transverse screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade. The longitudinal float shall be held in contact with the surface and parallel to the center line, and operated with short longitudinal strokes while being passed from one side of the pavement to the other. If contact with the pavement is not made at all points, additional concrete shall be placed if required, and screeded, and the float shall be used to produce a satisfactory surface.

C. 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 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-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
   3. 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.

3.07 TOLERANCES

A. Test entire surface before initial set and correct irregularities or undulations. Bring surface within requirements of following test and then finish.

B. Comply with tolerances of ACI 117 and as follows:
   1. Elevation: 1/4 inch.
   2. Thickness: Plus 3/8 inch, minus 1/4 inch.
   3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/16 inch.
   4. Joint Spacing: 3 inches.
   5. Contraction Joint Depth: Plus 1/4 inch, no minus.
   6. Joint Width: Plus 1/8 inch, no minus.

3.08 CONCRETE PROTECTION AND CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures for a period of not less than 72 hours from the beginning of the curing operation.

B. Comply with ACI 306.1 for cold-weather protection.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Apply liquid membrane-forming compound in accordance with manufacturer's instructions.

E. Moisten concrete by water fogging prior to application of membrane when surface has become dry.

F. Seal concrete surface with single coat at rate of coverage recommended by manufacturer and directed by the Owner's Representative, but not less than one gallon per 200 square feet of surface area.

3.09 CURBS

A. Dowelled on Curb
   1. After curing the concrete pavement, doweled on curbs, using secure forms shall be constructed to the size shown on the plans.
   2. Dowels may be placed in the pavement slab before the concrete has set, or placed in drilled holes using epoxy adhesive to secure the bars in place.
   3. Pavement joints shall extend through the curbs. Expansion joint material shall be the same thickness, type and quality as specified for the pavement.
   4. When sawed joints are provided, the placement of curb shall be delayed until all transverse joints are sawed.
   5. All joints should be tool finished after sufficient curing of the concrete.
   6. The concrete, reinforcement and curing of the curbs shall conform to the requirements specified for the concrete pavement.
   7. In finishing the curbs, a thin coating of mortar shall be worked into the exposed face of the curb in order to obtain a brush finish free of all blemishes and form or tool marks.
   8. Curbs shall have a straightness tolerance of 1/8 inch in 10 feet, measured longitudinally along the back and face of the curb.
   9. The top of the curb shall not vary vertically in height more than 1/8" when measured up from the concrete pavement.

B. Monolithic Curbs and Curb and Gutter
   1. Monolithic curb and curb and gutter shall conform to the specifications for doweled on curb and the details shown on the plans.
   2. Monolithic curb and curb and gutter shall be constructed after final grading of the subgrade and before placement of the base material.
   3. These curbs shall be cured for at least 72 hours and shall be properly backfilled behind the curb by hand tamping to 95% standard proctor density ASTM D 698 before placing the base material.

3.10 APPLICATION OF JOINT SEALING COMPOUND

A. Joints shall be thoroughly cleaned of loose scale, dirt, dust, and curing compound. When necessary, existing joint material shall be removed to the depth as shown on the plans.

B. Joints shall be filled to the full depth of the joint opening. Pouring shall be done in a neat and workman like manner to give satisfactory results. Sufficient joint sealer shall be poured into the joints so that upon the completion of the work the surface of sealer within the joint shall be 1/4" above top of the pavement surface.

3.11 FIELD QUALITY CONTROL

A. Compressive Strength Test Specimens: Make four test specimens for compressive strength test in accordance with ASTM C 31 for each 150 cubic yards or less of pavement that is placed in one day. Test two specimens at 7 days or at number of hours as directed by the Owner's Representative for high early strength concrete. Test remaining two specimens at 28 days. Test specimens in accordance with ASTM C 39. Laboratory technician will prepare concrete test cylinders.

B. When compressive test indicates failure, make yield test in accordance with ASTM C 138 for cement content per cubic yard of concrete. When cement content is found to be less than that specified per cubic yard, increase batch weights until amount of cement per cubic yard of concrete conforms to requirements.

C. Minimum of one 4 inch core will be taken at random locations per 5,000-square feet of pavement to measure in-place depth. Measure depth in accordance with ASTM C 174. Each core may be tested for 28 day compressive strength according to methods of ASTM C 42. 28 day compressive strength of each core tested shall be a minimum of 3,000 pounds per square inch.

D. Request, at option, three additional cores in vicinity of cores indicating nonconforming inplace depths at no cost to the Owner. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new concrete paving or non-shrink grout.

3.12 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Protect concrete from damage.

C. The pavement shall be closed to all traffic, including vehicles of the Contractor, until the concrete is at least 7 days old or has attained a minimum average of 3,000 psi compressive strength.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

E. Any damage to the pavement prior to acceptance by the Owner shall be repaired by the Contractor at no extra cost to the Owner.

END OF SECTION 32 13 13

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SECTION 32 17 13 – PARKING BUMPERS

PART 1 – GENERAL

1.02 SECTION INCLUDES

A. Precast concrete parking bumpers and anchorage

1.03 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.01 CONCRETE BUMPERS

A. Concrete Materials: ASTM C33; water and sand

B. Reinforcing Steel: ASTM A615, deformed steel bars; unfinished galva-nized epoxy finish, strength and size commensurate with precast unit design

C. Concrete Mix: Minimum 3000 psi, 28 day strength, air entrained to 5 to 7 percent

D. Use rigid molds, constructed to maintain precast units uniform in shape, size, and finish. Maintain consistent quality during manufacture.

E. Cure units to develop concrete quality and to minimize appearance blemishes such as non-uniformity, staining, or surface cracking.

F. Minor patching in plant is acceptable, providing appearance of units is not impaired.

2.02 CONFIGURATION

A. Nominal Size: 6 inches high, 6 inches wide, 8 feet long

B. Profile: Manufacturer's standard

2.03 ACCESSORIES

A. Dowels: Cut reinforcing steel, 1/2 inch diameter, 12 inches long

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General: Install wheel stops according to manufacturer's written instructions unles otherwise indicated.

B. Install units without damage to shape or finish. Replace or repair damaged units.

C. Install units in alignment with adjacent work.

D. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as ecommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

END OF SECTION 32 17 13

SECTION 32 17 23.13 – PAINTED PAVEMENT MARKINGS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section pertains to the application of pavement marking as indicated on the drawings and as specified herein.

1.02 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction (herein after referred to as "Standard Specifications") for work in the right-of-way or easements.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.03 SUBMITTALS

A. Product Data: For each type of product; include technical data and tested physical and performance properties.

B. As requested by the Owner's Representative submit Shop Drawings for pavement markings.
   1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
   2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

C. As requested by the Owner's Representative submit samples for each product and for each color and texture specified; on rigid backing, 8 inches (200 mm) square.

1.04 QUALITY ASSURANCE

A. Comply with materials, workmanship, and other applicable requirements of the Harris County Engineering Specifications latest edition for pavement-marking work.

PART 2 – PRODUCTS

2.01 CONFORMANCE OF FINISHED PRODUCTS

A. Conformance of Finished Products. Coatings shall conform on a weight basis, to the composition requirements of the standard formula. No variation from the standard formula will be permitted except for replacement of materials lost in processing, or those approved by the Engineer. The finished coatings shall conform with all requirements stipulated for each standard formula and in addition shall equal a Wet Standard in characteristics such as color, drying, flow, settling, brush ability, can stability, hiding, etc.

B. Film characteristics such as gloss, hardness, light permanency, adhesion, etc., shall also conform. When testing for such conformity, the coating shall be applied and tested under parallel conditions with the Wet Standard.

C. The finished product shall be free of skins and foreign materials.

2.02 PAINTS

A. Paint for stripping shall be 100% acrylic premium grade traffic paint conforming to the requirements of FS TT-P-1952 Type 1; latest edition.

B. Colors shall be as shown on the Drawings or designated by the Owner's Representative from the following:
   1. White
   2. Yellow
   3. Blue
   4. Red
   5. Black
   6. Green

2.03 GLASS REFLECTIVE BEADS

A. Glass reflective beads shall conform to the requirements of FS TT-B1325 - Type 1; latest edition.

PART 3 – EXECUTION

3.01 PREPERATION

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Owner's Representative.

B. Allow paving to age for a minimum of 30 days before starting pavement marking.

C. The pavement surface to receive the striping shall be thoroughly cleaned of all dirt, organic growth, oil, grease, or other materials that will prevent adhesion of the paint to the roadway surface.

3.02 LAYOUT

A. The pavement markings shall be placed in proper alignment with guidelines established on the roadway. Deviation from the alignment established shall not exceed 2 inches and, in addition, the deviation in alignment of the marking being placed shall not exceed 1 inch per 200 feet of roadway nor shall any deviation be abrupt.
   1. No striping material shall be applied over a guide cord; only longitudinal joints, existing stripes, primer, or other approved type guides will be permitted. In the absence of a longitudinal joint or existing stripe, the Contractor shall mark the points necessary for the placing of the proposed stripe. Edge striping shall be adjusted as necessary so that the edge stripe will be parallel to the centerline and shall not be placed off the edge of the pavement.

2. Longitudinal markings shall be offset at least 2-inches from construction joints of portland cement concrete surfaces and joints and shoulder breaks of asphalt surfaces.

3.03 APLICATION

A. Paints shall be applied by brush, spray, or flow methods to clean and dry surfaces with surface temperature 50 F or above.

B. Traffic paint shall be applied with a minimum thickness of 10 mils, measured in dry condition, prior to adding any glass reflective spheres.

C. Paint striping shall be applied and measured to ± 1/4" of the specified widths.

D. Paint shall be applied as shown on drawings.

E. Where required glass spheres or reflectorized granules shall be applied, before the paint sets or dries, evenly at a rate of 6 pounds of glass spheres or 1.7 pounds of reflectorized granules per gallon of paint.

END OF SECTION 32 17 23.13

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SECTION 32 31 13 - CHAIN-LINK FENCING AND GATES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. Chain-Link Fences: Industrial.
   2. Gates: Swing Type.

B. Related Sections include the following:
   1. Division 03 Section "Miscellaneous Cast-in-Place Concrete" for post anchorage with concrete fill.

1.02 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits as required by the local building code and according to CLFMI WLG 2445:

1.03 SUBMITTALS

A. Product Data: 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: Show locations of fences, gates, posts, rails, tension wires, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

C. Samples for Verification: Prepared on Samples of size indicated below:
   1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.

1.04 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For the following to include in emergency, operation, and maintenance manuals:
   1. Polymer finishes.
   2. Gate hardware.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.

C. Perform Work in accordance with CLFMI standards.

1.06 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey, existing conditions structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits as required by the local building code and according to CLFMI WLG 2445:

2.02 CHAIN-LINK FENCE FABRIC

A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
   1. Fabric Height: As indicated on Drawings.
   2. Steel Wire Fabric: Wire with a diameter of 0.148 inch (9 gauge)..
      a. Mesh Size: 2 inches .
      b. Zinc-Coated Fabric: ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving.
      c. Polymer-Coated Fabric: ASTM F 668, Class 2b over zinc-coated steel wire.
         1) Color: Black, complying with ASTM F 934.
   3. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
   4. Selvage: Knuckled at both selvages.

2.03 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: 8 ft. as indicated on Drawings.

2. Heavy Industrial Strength: Material Group IA, round steel pipe, Schedule 40.
    a. Line Post: 2.625 inches in diameter. weight -3.65 pounds per linear foot
    b. End, Corner and Pull Post: 3.0 inches in diameter. weight – 5.79 pounds per linear foot
    c. Gate Posts for gates up to 6 feet wide: 4.0 inches in diameter, weight -9.11 pounds per linear foot
    d. Gate Posts for gates 6 feet wide to 12 feet wide: 6.625 inches in diameter, weight -18.97 pounds per linear foot
3. Horizontal Framework Members: Intermediate, top and bottom rails complying with ASTM F 1043.
    a. Top Rail: 1.66 inches in diameter, weight -2.27 pounds per linear foot
4. Brace Rails: Comply with ASTM F 1043.
5. Metallic Coating for Steel Framing:
    a. ASTM A 53: Minimum 1.8-oz./sq. ft. average zinc coating per
6. Polymer coating over metallic coating.
    a. Color: Match chain-link fabric Black, complying with ASTM F 934.

2.04 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:
    1. Location: Extended along bottom of fence fabric.
B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 817, ASTM A 824, and the following:
    1. Metallic Coating: Type II, zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
        a. Matching chain-link fabric coating weight.

2.05 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for single and double swing gate types.
    1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.
B. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:
    1. Gate Fabric Height: 2 inches less than adjacent fence height.
    2. Leaf Width: As indicated.
    3. Frame Members:
        a. Tubular Steel: 2.0 inches round, weight -2.72 pounds per linear foot
C. Frame Corner Construction:
    1. Welded and 5/16-inch- diameter, adjustable truss rods for panels 5 feet wide or wider.
D. Hardware:
    1. Hinges: Malleable iron ball and socket, non-lift off type, offset to permit 80-degree inward or outward swing.
    2. Latches: Forked-type or plunger-type permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate. Provide padlock eye as an integral part of the latch
    3. Padlock and Chain: Owner furnished.
    4. Double Gates: Provide mushroom type gate stops or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Include locking device and padlock eyes as an integral part of the latch using one padlock for locking both leaves.
    5. Provide reinforcing and protective plates as indicated on the drawings for mounting of panic hardware furnished under Division 08 Section – “Door Hardware”.

2.06 FITTINGS

A. General: Comply with ASTM F 626.
B. Post and Line Caps: Provide for each post.
    1. Line post caps with loop to receive top rail.
C. Rail and Brace Ends: Attach rails securely to 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 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: ASTM A153, not less than 2.0 oz. /sq. ft. zinc.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.03 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
1. Install fencing on established boundary lines.
2. Field welding of fencing fabrication and erection is not allowed.

3.04 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
1. Hole diameter shall be not less than 3 times the diameter of the post, and not less than 9-inches diameter.

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. Concrete: Set top 2 inches above finish and finish top of footings with slope to direct water away from posts.
3. Footings:
a. Fencing up to 6-feet high: Minimum 36-inches deep at terminal and line posts and 42-inches deep at corner and pull posts.
b. Fencing over 6-feet high up to 10-feet high: Minimum 42-inches deep at terminal and line posts and 48-inches deep at corner and pull posts.
c. Gates: Minimum 48-inches deep at leafs up to 48-inches wide; 60-inches deep at leafs over 48-inches wide up to 72-inches wide; 72-inches deep at leafs over 72-inches wide up to 96-inches wide. Tie each pair of gate posts together with 12-inch by 12-inch reinforced concrete grade beam poured monolithic with footings. Top of grade beam shall be 6-inches minimum below finish grade.

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 not more than 10 feet o.c. or as required to meet local code requirements.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
1. Locate horizontal braces at midheight of fabric 6 feet or higher. Install so posts are plumb when diagonal rod is under proper tension.
2. Install center and bottom brace rail on corner gate leaves.

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 15 inches o.c., install tension wire in locations indicated before stretching fabric.
1. Bottom Tension Wire: Install 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. Chain-Link Fabric: Apply fabric to outside 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.

I. Privacy Slats: Install slats in direction indicated, securely locked in place.
1. Diagonally for privacy factor of 80 to 85.

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 1 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 15 inches o.c.
L. Do not stretch fabric until concrete foundation for posts has cured for 28 days.
M. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

3.05 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.
B. Install three hinges per leaf, latch, catches, drop bolt, retainer and locking clamp.
C. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
D. Do not attach hinge side of gates to buildings or other structures. Provide gate posts.

3.06 ADJUSTING

A. Gate: Adjust gate 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.

END OF SECTION

SECTION 32 90 00 LANDSCAPE PLANTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and all applicable specification sections apply to this section.

1.02 SCOPE OF WORK

A. Scope of work under this Section of the specifications shall include all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to fine grading, prepared soil mix, supply and planting of trees, shrubs, groundcovers, grass and fertilizing, installation maintenance, clean-up, plant guarantee and replacement and other work related thereto.
B. Protection of existing features. During construction, protect all existing trees and specified vegetation, site features and improvements, structures and utilities as specified on drawings and/or in specifications.

1.03 REFERENCE STANDARDS

A. American Joint Committee on Horticultural Nomenclature Standardized Plant Names
B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
C. American Standard for Nursery Stock
D. ANSI A300 and Z60.1

1.04 QUALITY ASSURANCE

A. Installation of planting shall be performed by a single company specializing in landscape work. Contractor shall be licensed by the Texas Association of Nurserymen and shall possess an agricultural certificate and licensed pest applicator. Contractor shall have not less than 5 years of experience in this type and scale of work.
B. Contractor to attend a pre-installation meeting with District Representatives, Landscape Architect and others and participate in ongoing meetings during installation with General Contractor and others.

1.05 SUBSTITUTIONS

Substitutions must be submitted 10 days before proposals are due, if accepted, an Addendum will be issued, otherwise no substitutions are allowed. See Architect for any other requirements.

1.06 SUBMITTALS

Provide the following:

A. Product data and source for all items listed in Materials.
B. Material samples for planting mix, mulch and fertilizer. Samples shall be packaged in plastic bags and shall be typical of the material to be delivered to the site.
C. Color photos of plant material with gallon size indicated, height pole/scale rod (as needed) and plant name with grower and/or nursery source name provided.
D. List the Landscape Contractor responsible for the work on this project.
E. Landscape Architect reserves the right to request purchase and delivery tickets when needed to verify correct variety or material for the project and to reject plant material on site.

1.07 UTILITY VERIFICATION

A. The contractor is responsible for contacting local utility companies for underground line location and verification. If underground lines interfere with planting then Landscape Architect shall be notified to make revisions prior to planting at no additional cost to the owner.
B. The contractor shall be responsible for all damages resulting from failure to comply with this requirement.

PART 2 - MATERIALS

2.01 MATERIAL delivery may begin upon approval of samples or as directed.

A. Topsoil: Contractor responsible for adding topsoil from off-site source if needed. Limited existing topsoil will be available. Existing and off-site borrow soil shall be natural, friable, fertile soil possessing characteristics of the local area. Topsoil is defined as the total amount of soil stripped in the top 4" inches less the vegetative layer. Soil to be free of subsoil, stones, clay, clod, sticks and roots. Topsoil containing nut grass or dallis grass will be rejected. See TOPSOIL specifications for requirements.

B. Mixed soil: If pre-mixed soil is used, an acceptable product is 'Landscaper Mix' by Nature's Way Resources or approved equal.

C. Compost: Compost as manufactured by Nature's Way Resources, Inc. or approved equal. Major nutrients: Nitrogen, Phosphorus, Potassium. Secondary: Calcium, Magnesium, Sulfur. Micronutrients: Iron, Manganese, Zinc, Copper. Materials to be commercially prepared fully composted under sustained temperatures to 165 degrees with a PH averaging 6.5 to 7.0.

D. Commercial Fertilizer: MicroLife 6-2-4 All organic, biological fertilizer as available at San Jacinto Environmental Supplies. No substitutions.

E. Mulch: Landscape finish mulch shall be imported, dark brown in color, shredded hardwood bark used for top dressing and shall have a particle size that passes 100% through a one inch think square mesh and is retained on a 1/8" square mesh.

F. Sand: shall be sharp white sand (not bank sand).

G. Staking material:
1. Landscape fiber strap. ArborTie webbing green in color or equivalent.
2. Stakes shall be sound No. 2 Douglas fir, lodge poles 2-1/2" in diameter, and not less than 7 ft. long, pointed at one end with the slope of the point back about 6" from the end. Stakes shall be cut off square at top after installation to a level of 2" above the straps.
3. Three stakes per tree (45 gallon and larger).
4. Two stakes per tree (30 gallon and smaller).

H. Post-emergent herbicide: Mirimichi Weed & Grass Killer available at San Jacinto Environmental Supplies in Houston, Texas

I. Pre-emergent herbicide: Barricade granular pre-emergent herbicide or approved equal applied to planting beds.

J. Landscape edging: Benda Board recycled plastic by Epic Plastics. 1x4 and black in color.

2.02 PLANTS

A. Quality: plants shall be No. 1 grade and true to species, commercial nursery grown in accordance with good horticultural practices under similar climatic conditions similar to those of the project site (approximately 200 miles or less from project site). They shall be fresh, vigorous, of normal growth, free of disease, insects, insect eggs and larva, and have strong root systems. Plant material shall be symmetrical or typical for variety and species and conform to measurements specified in Plant List. **No root bound plant material shall be accepted.**

B. Size: all plants shall equal or exceed the measurements stated in the plant list. Plants shall be measured when branches are in their normal positions. If larger plants are used, then the root ball shall be increased in proportion to the size of the plant.
   1. Caliper measurements shall be taken 6 inches above the natural ground line for trees up to and including 4 inches in caliper and measured 12 inches above the natural ground for trees over 4 inches in caliper.

C. Selection: plants shall be subject to inspection and approval by the Owner at their place of growth and upon delivery for conformation to specification requirements. Such approval shall not impair the right of inspection and rejection during progress of the work.
   1. Trees with multiple leaders, unless specified, will be rejected. Trees with damaged bark, abrasions, crooked leaders, sunscald, disfiguring knots, pruned limbs over ¾" in diameter that are not completely healed will be rejected.

D. Contractor Responsibility: all questions regarding plant material selection, size and specifications will be directed to the Owner's Representative prior to submission of bids. Submission of bids will be understood that the Contractor fully understands the plans and specifications; that all plants and materials will be available in size, character and number at the time of installation. No substitutions will be allowed after bids are received.
   1. The plant list on the drawing is for the contractor's information only and is not guaranteed that quantities therein are correct. The contractor shall be responsible for providing the correct quantities and installation at the correct spacing.

2.03 PLANTING PREPARATION

A. Rock, underground construction work, tree roots, utility conflicts or obstructions encountered in the excavation of tree or shrub pits shall be brought to the attention of the Landscape Architect. Proceed with work after alternate locations have been designated by the Landscape Architect.

B. Layout plants and trees in locations shown on drawings. Use color coded wire and wood stakes. Stake location of each tree and major shrub and outline of shrub and groundcover beds for approval by Landscape Architect.

C. Apply Mirimichi for existing weed elimination only in lawn and planting areas prior to bed prep or planting.

D. All planting beds to be constructed with final grade and mulch below building weep holes. Under no circumstances shall the building weeps be covered. Contractor to bring all related concerns to the Landscape Architect prior to installation.

PART 3 - EXECUTION

3.01 WORK PROCEDURE

A. Planting Mix for all root zones: all tree and shrub areas shall be backfilled with a prepared planting mix as follows: 25% parent soil, 25% topsoil, 25% compost, 25% sand (not bank sand).

B. Excavation for container trees shall be twice the width of the container (with angled sides), with natural ground shelf and the depth shall keep the root flare and ball 1”-2” above grade (see detail).
   1. After tree pit excavation, fill hole 2/3 full with water. Water must be absorbed before tree planting. If water is not absorbed within 24 hrs of flooding, let Landscape Architect know. A tree de-watering sump detail will be provided for tree pits holding water.
   2. Ground shelf lift must be in place before tree planting.

C. Excavation for shrub pits shall be the width of the container + 18" and the depth shall keep the root ball 1”-2” above grade (see detail). Lay weed barrier cloth prior to mulch.

D. Excavation for groundcover beds shall include replacement of existing soil (for the entire groundcover bed) with prepared planting mix to a depth of the container (see detail). Spread granular pre-emergent across total planting bed at rates recommended by manufacturer. Apply January 1 – March 20 to target summer weeds and August 15 – September 15 to target winter weeds. All groundcover/ornamental grass beds to have weed barrier installed as well.

E. When plant pits have been backfilled approximately 2/3 full, water thoroughly before installing remaining soil to top of pit, eliminating all air pockets.

F. Water all plants immediately after planting.

G. Mulch all planting areas 2”-3" deep immediately after planting.

H. Do not mound mulch against tree trunk.

I. Staking of all trees by Contractor in accordance with plan details. Plants shall stand plumb after staking and all trees shall be staked within 24 hours of planting. Stakes shall be driven into the ground (not root ball) until rigid.

3.02 FINE GRADING

Landscape Contractor will receive the project in a rough grade condition. It is the Landscape Contractor’s responsibility to fine grade the ‘green’ areas; that includes adding topsoil as required to smooth out the rough grade and remove the clumps, clods, dips, ruts, bumps, lumps and removal of construction debris within the ‘green’ areas. Contractor to fine grade and provide positive drainage and even transition to drain inlets.

3.03 CLEAN UP

As planting operations proceed, all rope, wire, empty containers, rocks, clods and all other debris shall not be allowed to accumulate, but shall be removed daily and the site kept as tidy as possible at all times. After planting operations are finished, all paved areas shall be cleaned by sweeping and washing if necessary.

3.04 INSTALLATION MAINTENANCE

A. Contractor shall maintain the entire limit of landscape work during the course of landscape

installation leading up to and including satisfactory completion of all punch list items.

B. Installation maintenance shall begin immediately after each plant is planted and continue until all punch list items are completed. This includes all watering operations (temporary irrigation and hand watering for 90 days).

C. Installation maintenance shall also include watering, weeding, mowing and edging once a week, weeding, mulching, removal of dead materials, resetting plants to proper grades or upright positions, repairs of soil settlements, dips and depressions, fertilizing and applying sprays or chemicals as necessary to keep the planting and new work free of ants, insects and disease.

3.05 PROTECTION

Planting areas and plants shall be protected during installation at all times against trespassing and damage of all kinds until acceptance of the project by the Owner. If any plants become damaged, injured or stolen, they shall be treated or replaced as directed by the Owners Representative at no additional cost to the Owner. The Owner does not assume any responsibility for security until project acceptance.

3.06 INSPECTION AND ACCEPTANCE

A. Substantial Completion notice will be issued only after Owner and Landscape Architect inspect and approve all required planted work including grass areas.

B. All plant material to be alive, healthy and thriving and grass areas established.

C. Acceptance notice will be issued only after Owner and Landscape Architect inspect and approve all planting work as in accordance with Contract Documents but exclusive of replacement of plant materials under the Warranty Period.

3.07 OWNER RESPONSIBILITY

Owner shall take responsibility of the landscape areas by maintaining, monitoring and repairing as needed the irrigation system to ensure the irrigation system remains in working order. Owner shall also fertilize, mow and maintain the landscape in a healthy condition with best practices and industry standards for landscape maintenance.

3.08 WARRANTY PERIOD AND REPLACEMENTS

A. Apart from Natural Act of God occurrences, Contractor shall warrant unconditionally that all trees, shrubs, groundcovers planted under this contract will be healthy and in flourishing condition of active growth for two years from date of Substantial Completion.

B. Any delay in completion of planting operations which extends the planting into more than one planting season will extend the Warranty Period correspondingly.

C. Replace without cost to the Owner, and as soon as weather conditions permit, all dead plants and all plants not in vigorous, thriving conditions as determined by the Owner's Representative during and at the end of the Warranty Period. Plants shall be free of dead or dying branches and branch tips and shall bear foliage of a normal density, size and color. Replacements shall closely match adjacent specimens of the same species and shall be subject to all requirements of this specification.

D. Replacements shall be warranted through one (1) full growing season.

END OF SECTION

SECTION 32 91 00 TOPSOIL, PLACEMENT AND GRADING

PART 1-GENERAL

1.01 SCOPE OF WORK

Scope of work under this Section of the specifications shall include all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to furnishing and placing topsoil for finish grading for seeding, sodding and planting.

1.02 QUALITY ASSURANCE

Contractor to attend a pre-installation meeting and participate in an installation meeting with Owner's Representative.

1.03 SUBSTITUTIONS

Substitutions must be submitted 10 days before proposals are due, if accepted an Addendum will be issued, otherwise no substitutions are allowed. See Architects for any other requirements.

1.04 SUBMITTALS

A. Contractor shall provide required sample and soil analysis to Landscape Architect prior to delivery of any soil materials to site.
B. Topsoil test report for imported topsoil.
C. MicroLife Humates Plus 0-0-4

PART 2- MATERIALS

2.01 TOPSOIL: Contractor responsible for adding topsoil from off-site source if needed. Existing topsoil will be stockpiled by General Contractor for landscape use on site but must be uncontaminated and clean for landscape use.

ASTM D 5268, shall be fertile, friable, natural sandy loam surface soil with a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth and obtained from excavation or borrow operations having the following characteristics:

1. Ph value between 5.5 and 7.0
2. Liquid limit - topsoil not to exceed 50.
3. Plasticity index - 10 or less
4. Gradation - maximum of 40 % passing the No. 280 sieve.

A. On-site Topsoil Source: Reuse surface soil on-site if approved by Owner's Representative. Verify suitability of existing surface soil to produce topsoil. Supplement with imported or augmented topsoil from off-site sources when quantities are insufficient. Contractor responsible for testing topsoil (existing or imported) for compliance. Topsoil shall be free of subsoil, clay, lumps, weeds, weed seed, non-soil materials and other litter or contamination. Topsoil shall not contain roots, stumps, or stones larger than 1" inch.

Obtain topsoil from naturally well drained areas where topsoil occurs at a minimum depth of 4 inches and has similar characteristics to that found at the placement site. Do not obtain topsoil from areas infected with a growth of, or reproductive parts of, nut grass or other noxious weeds or high clay content.

B. Off-site Topsoil Source: Import enriched topsoil or manufactured topsoil from off-site sources. Obtain topsoil from naturally well drained areas where topsoil occurs at a minimum depth of 4 inches and has similar characteristics to that found at the placement site. Do not obtain topsoil from areas infected with a growth of, or reproductive parts of, nut grass or other noxious weeds.

2.02 SCHOOL SITE

A. Solid sod areas (see plan) shall receive 2" inch of topsoil before sodding.

2.03 AMENDMENTS

A. MicroLife Humates Plus 0-0-4
B. Compost – if topsoil needs additional organic material.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Coordinate location of stockpile topsoil area with District and Project Manager.
B. Verify that excavation and subgrade operations have been completed to correct lines and grades and have been coordinated and reviewed by District, Project Manager, Civil Engineer and Landscape Architect.

3.02 PLACEMENT

A. Scarify and breakup subgrade.
B. Apply Humates at a rate of 10lbs per 1,000 sq ft. Process must be documented (video/photos) by contractor while applying product.
C. Spread topsoil in lifts according to plan grades.
D. Lightly roll or water topsoil and let topsoil settle.
E. Grade the surface of all areas to meet the grades shown on the civil drawings. Add enough topsoil to allow for settlement so soil will be at correct grades and achieve positive drainage after settlement.
    1. Provide for positive drainage from all areas toward the inlets and drainage structures.
    2. Provide even transitions.
    3. Cut grade where sod meets hydromulch for even level transition from one to the other.
    4. All grading must be reviewed by Project Manager, District, Civil Engineer and Landscape Architect.
    5. Fill all settlement depressions at no additional cost to Owner.
F. Coordinate this operation with other trades.

3.03 CLEAN UP

Remove spilled topsoil from paved areas, curbs, gutters, etc. As operations proceed all excess soil and debris shall not be allowed to accumulate, but shall be removed daily and the site kept as tidy as possible at all times.

3.04 PROTECTION

Protect topsoil from wind and water erosion until planting is completed.

END OF SECTION

SECTION 32 92 00 - LAWN SODDING & HYDROMULCH

PART 1-GENERAL

1.01 SCOPE OF WORK

Scope of work under this Section of the specifications shall include all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to fine grading, hydromulching and sodding areas, fertilizing, installation maintenance, clean-up, guarantee and replacement and other work related thereto. Including:

A. Planting of sod within areas designated on Drawings for purpose of surface stabilization, channel stabilization, vegetation buffer strips or patching and lawn areas.
B. Sod is defined as blocks, squares, strips of turf grass with adhering soil used for vegetative planting. To be placed edge to edge for complete coverage.
C. A double row of sod shall be placed around all inlets within hydromulch areas.
D. A single row of sod shall be placed around all hard surfaces including all walks, drives, edge of building, etc.
E. Lawn is defined as ground covered with fine textured grass kept neatly mowed.
F. Hydromulch to be applied in all disturbed areas that are not planted with solid sod (including right-of-ways).

1.02 QUALITY ASSURANCE

A. Contractor to attend a pre-installation meeting and participate in an installation meeting with Owner's Representative.
B. Sod certification shall be submitted from the sod nursery as to grass species and stripping date.
C. Seed certification shall be submitted from the supplier for each type of seed specified.

1.03 SUBSTITUTIONS

Substitutions must be submitted 10 days before proposals are due, if accepted, an Addendum will be issued, otherwise no substitutions are allowed. See Architects for any other requirements.

PART 2- MATERIALS

2.01 Project site includes hydromulch and St. Augustine Raleigh variety solid sod (see plan for each indicated area).

A. Hydromulch shall be accomplished according to the following schedule:

Summer application (April 1 - September 30) per 1000 square feet
50# wood cellulose fiber mulch
1.5# - 2# hulled Bermuda seed
15# 13-13-13 water soluble fertilizer

Winter application (October 1 - February 14) per 1000 square feet
50# wood cellulose fiber mulch
2#-3# unhulled Bermuda seed
2#-3# hulled Bermuda seed
2# gulf rye seed
15# 13-13-13 water soluble fertilizer

Late Winter/Early Spring application (February 15 - March 31) per 1000 square feet
50# wood cellulose fiber mulch
2#-3# unhulled Bermuda seed
2#-3# hulled Bermuda seed
15# 13-13-13 water soluble fertilizer

Seed shall be certified 90 % pure and conform to the Federal Seed Act and Texas Seed Law.

Hydromulch to be applied at an accelerated schedule in order for the grass to grow prior to the start of school. Hydromulch must achieve full growth prior to Substantial Completion date.

B. Solid sod as called for on plans. Sod shall be certified or nursery/farm grown grass true to the name and variety. Sod shall be substantially free of noxious weeds, disease, insects, thatch and undesirable grasses.

Sod shall be nursery grown and have a healthy root system of dense thickly matted roots throughout the soil of the sod for a minimum thickness of 1 inch. Sod shall be rectangular in size approx 16”x24”.

Schedule deliveries to coincide with topsoil operations and laying. During wet weather allow sod to dry sufficiently to prevent tearing. During dry weather, protect sod from drying out. Water as necessary to insure vitality and to prevent excess loss of soil while handling. Sod which dries out will be rejected. Sod shall be cut delivered and installed within 24 hours of cutting.

C. Fertilizer – Organic Microlife 6-2-4

D. Bank Sand – Free of clay lumps, roots, grass, salt or other foreign material.

E. Humates – MicroLife Humates Plus 0-0-4 applied in ALL hydromulch areas and in TOPSOIL for landscape sod areas (See Topsoil Section 32 92 00)

PART 3 - EXECUTION

3.01 PREPARATION - Grades to be reviewed by District, Project Manager, Civil Engineer and Landscape Architect prior to sodding or hydromulch operations.

A. Protection
1. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required.
2. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas.

B. Surface Preparation for hydromulch

1. Remove all existing weeds by hand or herbicide use. Remove top growth and roots.
2. Scarify small areas (less than 500sq ft) by hand raking to 3” deep to remove rocks and construction debris and break up compacted soil.
3. Larger areas to be prepared by removing large debris by hand, then using a Rock rake to loosen soil and remove rocks, then using a Harley rake to push smaller rocks into a pile and remove. Several passes with each type of equipment may be required to reach an acceptable soil condition that is ready for seeding.

4. At each step continue to remove soil clods, rocks, weeds, roots and construction debris above and below grade.
5. Grades to be reviewed by District, Project Manager, Civil Engineer and Landscape Architect prior to next phase.

C. Surface Preparation for solid sod
1. Remove all existing weeds by hand or herbicide use. Remove top growth and roots.
2. Scarify small areas (less than 500sq ft) by hand raking to 3” deep to remove rocks and construction debris and break up compacted soil.
3. Larger areas to be prepared by removing large debris by hand, then using a Rock rake to loosen soil and remove rocks, then using a Harley rake to push smaller rocks into a pile and remove. Several passes with each type of equipment may be required to reach an acceptable soil condition that is ready for seeding.
4. At each step continue to remove soil clods, rocks, weeds, roots and construction debris above and below grade.
5. See TOPSOIL section for amended topsoil requirements. Add a minimum of two (2”) inches of topsoil as a setting bed for landscape sod.
6. Refine grades for positive drainage to area drains. Sod areas to be graded to achieve proper final elevations, eliminating all bumps, ridges or depressions to provide for smooth drainage.
7. Grades to be approved by District, Project Manager, Civil Engineer and Landscape Architect prior to sodding.

3.02 INSTALLATION

A. Site Tolerances

Final grade after complete shall be one inch below top of adjacent pavement of any kind. Coordinate with Civil drainage plans for possible conflicts, such as sheet drainage across sidewalks, etc. Bring all conflicts to the Project Managers attention for resolution.

B. Hydromulch
1. Apply Humates at a rate of 10lbs per 1,000 sq ft Lightly rake to incorporate into soil. Process must be documented (video/photos) by contractor while applying product.
2. Apply seed with approved spray equipment and water (to keep moist) seeded areas.
3. Hydromulch to be applied at an accelerated schedule in order for the grass to grow prior to the start of school.
4. Reseed areas that do not show prompt germination. Bare areas must be less than 12" in any direction.
5. Hydromulch must achieve full growth prior to Substantial Completion date.

C. Solid sod
1. Lay sod in rows with staggered joints. Butt sections closely without overlapping or leaving gaps between sections. Topdress/Sand fill sod joints.
2. Lay single row of sod along all hard surfaces including pedestrian, vehicular, building perimeter, back of curbs and mow strips within hydromulch areas.
3. Lay a double row of sod around inlet drains within the hydromulch areas.
4. Cut sod where sod meets hydromulch for an even transition from one area to the other.
5. Sod blocks shall not prevent drainage away from the walk or create ponding issues.
6. On all slopes and detention pond, lay sod perpendicular to slope and secure every row with metal 2 pronged staples at a maximum of 2 feet on center. Drive staples flush with soil portion of sod.

7. Roll sodded areas in two directions perpendicular to each other. Repair and reroll areas with depressions, lumps or other irregularities.
8. Fertilize sod areas (dependant on time of year).
9. Water sodded areas immediately after sod laying to obtain moisture penetration through sod into top four (4") inches of soil.

3.03 CLEAN UP

As planting operations proceed, all rope, wire, empty containers, rocks, clods and all other debris shall not be allowed to accumulate, but shall be removed daily and the site kept as tidy as possible at all times. After planting operations are finished, all paved areas shall be cleaned by sweeping and washing if necessary.

3.04 PROTECTION

Planting areas shall be protected during installation at all times against trespassing and damage of all kinds until acceptance of the project by the Owner.

3.05 INSTALLATION MAINTENANCE

A. Contractor shall maintain the entire limit of landscape work during the course of landscape installation leading up to and including satisfactory completion of the Substantial Completion Review punch list.
B. Installation maintenance shall begin immediately after hydromulching or sodding and continue until all Substantial Completion punch list items are completed. Installation maintenance includes all watering operations (temporary irrigation and hand watering for 90 days). Contractor is responsible for temporary and/or hand watering for hydromulch establishment.
C. Hydromulch must achieve full growth with bare areas less than 12” in any direction.
D. Installation maintenance shall include watering, weeding, mowing and edging once a week, reseeding, removal of dead materials, repairs of soil settlements, dips and depressions, fertilizing and applying sprays or chemicals as necessary to keep the grass free of insects and disease.

3.06 INSPECTION AND ACCEPTANCE

Work under this Section will be accepted by the Owner's Representative upon satisfactory completion of all work and "punch list" items generated by Substantial Completion review.

3.07 WARRANTY PERIOD AND REPLACEMENTS

Contractor shall warrant unconditionally that grass planted under this contract will be healthy and in flourishing condition of active growth for two years from date of Substantial Completion.

Any delay in completion of planting operations which extends the planting into more than one season will extend the Warranty Period correspondingly.

Replace without cost to the Owner, and as soon as weather conditions permit, all dead grass as determined by the Owner’s Representative during and at the end of the Warranty Period. Replacements shall be warranted through one full growing season.

END OF SECTION

SECTION 32 94 10 – DECOMPOSED GRANIITE

PART 1 - GENERAL

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

1.01 SCOPE OF WORK

Scope of work under this Section of the specifications shall include all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to sub-grade compaction, geotextile fabric, decomposed granite paving, maintenance, clean-up, guarantee and replacement and other work related thereto.

1.02 SOURCE STANDARDS

A. Obtain each type or class of material of the same brand from the same manufacturer's plant and aggregate from one source.

1.03 QUALITY ASSURANCE

Contractor to attend a pre-installation meeting and participate in installation meetings with Owner's Representative.

1.04 SUBSTITUTIONS

Substitutions must be submitted 10 days before proposals are due, if accepted, an Addendum will be issued, otherwise no substitutions are allowed. See Architects for any other requirements.

1.05 SUBMITTALS

Provide the following:

A. Product data and source for all items listed in Materials.
B. Material samples for decomposed granite.
C. List the Contractor responsible for the work on this project.
D. Landscape Architect reserves the right to request purchase and delivery tickets when needed to verify correct material for the project.

PART 2 - MATERIALS

2.01 Material delivery may begin upon approval of samples or as directed.

A. Geotextile: Non Woven Mirafi 140 NL as manufactured by Nicolon Mirafi Group, Norcross, GA or approved equal.

B. Decomposed Granite:

1. Clean, hard, durable particles of fragments of decomposed granite, brown to red in color available at San Jacinto Stone in Houston, TX
2. Free of clay lumps, organic material and deleterious material.
3. Grading requirements: sieve analysis (ASTM C-136)

Sieve Size	Percent Retained by Weight	Percent Passing by Weight
1"	2.6	97.4
7/8"	2.6	97.4
½"	9.1	90.3
No. 4	38.5	61.5
No. 10	64.4	35.6
No. 50	93.9	6.1
No. 100	97.6	2.4

C. Landscape edging: Benda Board recycled plastic by Epic Plastics. 1x4 and black in color.

PART 3 - EXECUTION

3.01 WORK PROCEDURE

A. Remove weeds/grass
B. Compact subgrade.
C. Install geotextile fabric.
D. Install decomposed granite in lifts and compact prior to subsequent filling.
E. Compact to 95% relative density.
F. Decomposed granite to be flush with the top of adjacent paving.
G. Fill any and all depressions.

3.02 CLEAN UP

After operations are finished, all paved areas shall be cleaned by sweeping and washing if necessary.

3.03 INSTALLATION MAINTENANCE

A. Maintenance shall begin immediately and shall include filling and compacting all depressions and settlements in the granite, grass or weed elimination and edging corrections at no additional cost to the owner until Final Acceptance.

3.04 INSPECTION AND ACCEPTANCE

Work under this Section will be accepted by the Owner's Representative upon satisfactory completion of all work and "punch list" items generated by Substantial Completion and Final Inspection reviews.

END OF SECTION

SECTION 32 94 20 - LANDSCAPE STONE

PART 1 - GENERAL

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

1.01 SCOPE OF WORK

Scope of work under this Section of the specifications shall include all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to grade compaction, boulder placement, maintenance, clean-up, guarantee and replacement and other work related thereto.

1.02 SOURCE STANDARDS

A. Obtain each type or class of material from one source.

1.03 QUALITY ASSURANCE

Contractor to attend a pre-installation meeting and participate in installation meetings with Owner's Representative.

1.04 SUBSTITUTIONS

Substitutions must be submitted 10 days before proposals are due, if accepted, an Addendum will be issued, otherwise no substitutions are allowed. See Architects for any other requirements.

1.05 SUBMITTALS

Provide the following:

A. Stone yard source for boulders.
B. Photos of representative boulders.

PART 2 – MATERIALS

2.01 Material delivery may begin upon approval of submittals or as directed.

A. Moss boulder: (total XX) density 160 lbs/cubic foot, irregular shaped and varied in size, minimum size 3' x 2' with a maximum of 25% of the total boulder quantity at the minimum size. Boulders to have moss or lichen growth as available at San Jacinto Stone in Houston or Apex Stone or approved equal.
B. Geotextile: Non Woven Mirafi 140 NL as manufactured by Nicolon Mirafi Group, Norcross, GA or approved equal.
C. Edging: Shall be equal to that manufactured by the Benda Board. Size to be 1"x4" and color to be black.

PART 3 – EXECUTION

3.01 WORK PROCEDURE

A. Moss Boulders to be located per plan; seated within decomposed granite stone (see plans).
B. Field directed for placement and groupings
C. Broken boulders will be rejected.

3.02 CLEAN UP

After operations are finished, all paved areas shall be cleaned by sweeping and washing if necessary.

3.03 INSTALLATION MAINTENANCE

A. Maintenance shall begin immediately and shall include filling and compacting all depressions and settlements in the stone, grass or weed elimination and corrections at

no additional cost to the owner until Final Acceptance.

3.04 INSPECTION AND ACCEPTANCE

Work under this Section will be accepted by the Owner's Representative upon satisfactory completion of all work and "punch list" items generated by Substantial Completion and Final Inspection reviews.

END OF SECTION 32 94 20

SECTION 33 10 00 – WATER DISTRIBUTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for furnishing and installing water lines, laterals, stubs, and appurtenances for both potable and non-potable water distribution systems. The pipe shall be of the size, type and location, and to the lines, grades and elevations shown on the plans and constructed in accordance with these specifications.

1.02 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction (herein after referred to as "Standard Specifications") for work in the right-of-way or easements.

B. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

C. Regulatory Requirements for potable water systems:
   1. Contractor shall comply with requirements of utility company supplying water; including tapping of water mains and backflow prevention.
   2. Contractor shall comply with standards of authorities having jurisdiction for potable water service piping, including materials, installation, testing, and disinfection.

D. Regulatory Requirements for Non-potable water systems:
   1. The system shall be comprised of purple components. Use purple colored pipe, Pantone 522 embossed or integrally stamped/marked in English and in Spanish "CAUTION RECLAIMED WATER DO NOT DRINK" and "AGUA DE RECUPERACIÓN - NO BEBER".
   2. A minimum of an eight inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that reads "Reclaimed Water – Do not drink" and "AGUA DE RECUPERACIÓN - NO BEBER" on the storage tank of such non-potable system if within the construction site.
   3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

C. Field quality-control test reports.

1.05 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.

C. Comply with FMG's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.

D. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.

E. NSF Compliance:
   1. Comply with NSF 14 for plastic potable-water-service piping.[Include marking "NSF-pw" on piping.]
   2. Comply with NSF 61 Annex G for materials for water-service piping and specialties for domestic water.

PART 2 – PRODUCTS

2.01 PVC PIPE

A. Provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

B. Bear National Sanitation Foundation Seal of Approval (NSF-PW).

C. Pipe 3-inch diameter and less: PVC I.P.S. ASTM D2241, SDR 26; SDR 21 as alternate to offset pipe sections or for construction within 9 feet of any existing or proposed sanitary sewer; nominal 20-foot lengths; cast-iron equivalent outside diameters.

D. Pipe 4-inch through 12-inch: AWWA C 900, DR 18; DR 14 as alternate to offset pipe sections or for construction within 9 feet of any existing or proposed sanitary sewer; nominal 20-foot lengths; cast-iron equivalent outside diameters.

E. Pipe 14-inch through 20-inch: AWWA C 905; 235 psi; DR 18; nominal 20-foot lengths; cast iron equivalent outside diameter.

F. Gaskets:
   1. Gaskets shall meet requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.
   2. Flat Face Mating Flange: Full faces 1/8-inch-thick ethylene propylene (EPR) rubber.
   3. Raised Face Mating Flange: Flat ring 1/8-inch ethylene propylene (EDR) rubber, with filler gasket between OD of raised face and flange OD to protect flange from bolting moment.

G. Do not use PVC in potentially or known contaminated areas.

H. Do not use PVC in areas exposed to direct sunlight.

I. Make curves and bends by bending the pipe, do not exceed maximum limits of curvature recommended by pipe manufacturer. Submit details of other methods of providing curves and bends for review by the Owner's Representative

2.02 DUCTILE IRON PIPE

A. Ductile iron pipe shall conform to AWWA C115, C150 and C151 and bear mark of Underwriters' Laboratories approval. Unless otherwise shown on Drawings, use minimum Pressure Class 250 for water lines or thickness Class 52 for water lines in casing or augured hole. Provide minimum Pressure Class 350 for flanged pipe.

B. Provide standard outside coating with cement mortar lining to AWWA C 104 standards.

C. Provide pipe sections in standard lengths, not less than 18 feet long, except for special fittings and closure sections as indicated on shop drawings.

D. Provide flange adapter with insulating kit as required when connecting new piping to existing piping and piping of different materials, unless otherwise approved by the Owner's Representative.

E. No welding will be permitted on Ductile Iron Pipe except at restrained joint spigots. No field welding is allowed.

F. Gaskets
   1. Furnish, when no contaminant is identified, plain rubber (SBR) gasket material in accordance with ANSI A21.11 or ASTM F 477 (One Bolt only); for flanged joints 1/8-inch-thick gasket in accordance with ANSI A 21.15.
   2. For Pipes to be installed in contaminated areas, use gaskets as recommended by the Pipe Manufacturer, and approved by the Owner's Representative prior to installation.

G. All ductile iron pipe and fittings shall be wrapped with polyethylene per AWWA C 105.

2.03 JOINTS

A. Joint Types: ANSI A 21.11 push-on; ANSI A 21.11 mechanical joint; or ANSI A 21.16 flanged end. Provide push-on restrained joints unless otherwise indicated on the Drawings or required by these specifications. For bolted joints, conform to requirements of AWWA C111; provide minimum 304 stainless steel for restraint joints.

B. Where required by Drawings, provide approved restrained joints for buried service.

C. Threaded or grooved-type joints which reduce pipe wall thickness below minimum required are not acceptable.

D. Provide for restrained joints designed to meet test pressures required under 3.8 of this Section. Provide restrained joints for test pressure or maximum surge pressure

as specified, whichever is greater for water lines. Do not use passive resistance of soil in determining minimum restraint lengths.

2.04 FITTINGS

A. Use fittings of same size as pipe. Reducers are not permitted to facilitate an off-size fitting. Reducing bushings are also prohibited. Make reductions in piping size by reducing fittings. Line and coat fittings as specified for pipe they connect to.

B. Fittings shall conform to AWWA C 153, latest edition, pressure rated at 250 psi and shall be fusion bonded epoxy lined or cement mortar lined. Unless otherwise noted on the drawings or required by the authority having jurisdiction provide mechanical joint fittings.

C. Mechanical Joint Fittings: ANSI A 21.11; pressure rated at 250 psi.

D. Push-on Fittings: ANSI A 21.10; ductile iron ANSI A 21.11 joints, gaskets, and lubricants; pressure rated at 250 psi.

2.05 GATE VALVES

A. Gate Valves 2 inches in diameter: Iron body resilient-seated, non-rising stem, 150-pound test, 2-inch square nut operating clockwise to open.

B. Gate Valves 3 inches to 12 inches in diameter: Non-directional, standard-wall resilient seated (AWWA C 509), 200 psi pressure rating, bronze mounting, mechanical joint ends with rubber joint rings, and nut-operated unless otherwise specified.

C. Gate valves 14 inch and larger in Diameter: AWWA C 500; parallel seat double disc gate valves; mechanical joint ends with rubber rings and nut-operated unless otherwise specified. Provide approved double disc valves with 150 psi pressure rating.

D. Gate Valves Extension Stem: Provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade or as shown on Drawings. Support extension stem with an arm attached to wall of manhole or structure that loosely holds extension stem and allows rotation in the axial direction only.

E. Gate Valves in Factory Mutual (Fire Service) Type Meter Installations: Conform to provisions of this specification; outside screw and yoke valves; carry label of Underwriters' Laboratories, Inc.; flanged, Class 125; clockwise to close.

F. The operating nut shall be 2-inch square and shall have an arrow, cast in the metal, indicating the counter-clockwise direction of opening.

G. Gate Valves for Tapping Steel Pipe: Provide double disc gate valve. Resilient wedge gate valve shall only be installed in a vertical position.

H. Provide flanged joints when valve is connected to steel or PCCP.

I. Key valve stem into the operator nut.

J. Unless otherwise specified, all gate valves shall be installed complete with valve box.

K. Do not exceed 600 ft-lbs of torque on operator nut on gate valve.

2.06 TAPPING SLEEVES AND VALVES

A. Tapping Sleeves:
   1. Tapping Sleeve Bodies: AWWA C 110 cast or ductile iron or AWWA C 200 carbon steel in two sections to be bolted together with high-strength, corrosion-resistant, low-alloy steel bolts with mechanical joint ends.
   2. Branch Outlet of Tapping Sleeve:
   3. Flanged, machined recess, AWWA C 207, Class D, ANSI 150 pound drilling.
   4. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.
   5. Use cast iron split sleeve where fire service from 6-inch water line is approved.

B. Tapping Valves: Meet requirements of 2.05 above with the following exceptions:
   1. Inlet Flanges:
   2. AWWA C 110; Class 125.
   3. AWWA C 110; Class 150 and higher: Minimum 8-hole flange.
   4. Outlet: Standard mechanical or push-on joint to fit any standard tapping machine.
   5. Valve Seat Opening: Accommodate full-size shell cutter for nominal size tap without contact with valve body; double disc.

2.07 VALVE BOXES

A. Provide approved Type A, cast-iron/ductile-iron, slide-type, valve boxes. Design of valve box shall minimize stresses on valve imposed by loads on box lid.

B. Cast letter "W" into lid, 1/2 inch in height and raised 3/32 inch, for valves serving potable water lines.

C. Unless otherwise specified, uncoated cast iron.

D. Riser Pipe.
   1. Provide 6-inch PVC, DR 18, riser pipes in accordance with 2.01 above.
   2. 6-inch ductile-iron, thickness Class 51 riser pipes in accordance with 2.02 above.
   3. Provide single section of pipe.

E. Concrete for valve box placement:
   1. For locations in new concrete pavement, provide strength and mix design of new pavement.
   2. For other locations, provide concrete for sidewalks conforming to requirements of Section 32 13 13 Concrete Paving.

2.08 FIRE HYDRANTS

A. Fire hydrants shall be Mueller Super Centurion or an approved equivalent.

B. Each hydrant shall be factory tested to a hydrostatic pressure of 300 psi with valve in both the open and closed positions. The direction of opening nut shall be counterclockwise and shall be cast on the head of the hydrant. Hose nozzles shall be

bronze or non-corrosive metal and threads shall be national standard. The main valve opening shall be either five and one fourth (5 1/4) inches in diameter or six and one fourth caps shall be provided with gaskets. Bury length shall be three and one half (3 1/2) feet unless otherwise noted on the plans. Hydrants shall be provided with "dry top" which prevents stem threads from contacting water, and "break off" type barrel and stem.

C. Hydrants shall be painted with shop coating in accordance with AWWA C502 specification. Final coats of paint will be applied by Contractor in accordance with the requirements of the authority having jurisdiction.

D. Contractor shall verify and provide nozzle threads consistent with the requirements of the authority having jurisdiction.

2.09 MANUFACTURERS

A. Use approved American manufacturers.

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage and displacement.

B. Verify all existing utilities prior to beginning construction. Inform the Owner's Representative if existing utilities are not as shown in the plans.

C. Water service to the site or adjacent landowners shall not be shut down without prior approval of the Owner's Representative and the authority having jurisdiction. At no additional cost to the Owner the Contractor shall install necessary valves so as not to disrupt service outside limits of water lines to be lowered/relocated whether or not indicated on the plans.

D. Confirm that nine feet minimum separation from gravity sanitary sewers and manholes or separation of four feet minimum from force mains in all directions. Where above clearances cannot be attained, provide protection per the requirements of the drawings and obtain additional instructions as required from the Owner's Representative before proceeding with construction.

3.02 GENERAL

A. Unless otherwise specified, the provisions of this section shall conform to AWWA C600 and C605, latest editions.

B.

3.03 CLEANING AND INSPECTION

A. Cleaning: Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until Work has been accepted. Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed,

clean inside of pipe and remove debris. The interior of the pipe shall be kept clean throughout the duration of the work.

B. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

3.04 EARTHWORK

A. Conform to applicable provisions of Section 31 23 33 Trenching, Backfilling and Compaction.

B. Backfill excavated areas in same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

C. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density Water tamping is not allowed.

D. When trenches exceed five feet in depth Contractor shall utilize trench safety measures per Section 31 41 33 Trench Safety.

3.05 PIPE CUTTING

A. Cut pipe 12 inches and smaller with standard wheel pipe cutters. Cut pipe larger than 12 inches in manner approved by the Owner's Representative. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.06 LOWERING/RELOCATING EXISTING WATER LINES

A. Water lines to be lowered/relocated shall not be shut down without prior approval of the local governing agency.

B. Whether or not indicated on the plans, any existing water lines that are in conflict with proposed utilities shall be the lowered/relocated as necessary to facilitate construction, at no additional cost to the Owner.

C. Contractor shall install necessary valves so as not to disrupt service outside limits of water lines to be lowered/relocated whether or not indicated on the plans.

D. Whether or not indicated on the plans, the lowered/relocated water line shall have minimum of four (4) feet of cover. Location shall be a minimum distance from existing location as necessary to facilitate construction.

E. If the lowered/relocated water lines are of potable water systems, they shall be required to meet same hydrostatic and sterilization test results as new water lines.

F. Installation of lowered/relocated water lines shall meet the same requirements of new water lines as in paragraph 3.07 below.

3.07 PIPING INSTALLATION

A. General Requirements:
   1. Lay pipe in subgrade free of water.
   2. Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material.
   3. For potable water line installation, when a water line is being installed parallel to a sanitary sewer, a horizontal distance of separation of nine (9) feet (outside to outside) must be maintained.
   4. A minimum clearance of 12" must be maintained between water lines and all other utility lines.
   5. For potable water line installation, when a water line is to be installed such that it will cross over an existing or proposed sanitary sewer, a section of pipe at least 18' long of either ductile iron or PVC pipe C-900 DR-18 shall be installed such that it will be centered over the sanitary sewer. Water lines shall in no case be installed below a sanitary sewer.
   6. Properly form bedding to fully support bell without wedging or blocking up bell.
   7. Open Cut Construction: Keep pipe trenches free of water which might impair pipe laying operations. Grade trench to provide uniform support along bottom of pipe. Excavate for bell holes after bottom has been graded and in advance of placing pipe. Lay not more than 500 feet of pipe in trench ahead of backfilling operations. Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours. Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe.

B. Protection of Pipeline: Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.

C. For tie-ins to existing water lines, provide necessary material on hand to facilitate connection prior to connecting to or shutting down existing water line. Provide the authority having jurisdiction and the Owner’s Representative a minimum of two weeks notice prior to connecting to or shutting down existing water line.

D. Make curves and bends as recommended by manufacturer and approved by the Owner’s Representative.

E. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer.

F. When rubber gasketed pipe is laid on curve, join pipe in straight alignment and then deflect to curved alignment.

G. Every valve, including bypass valves, shall be provided with a valve box. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut, with the cover flush with the pavement surface or such other level as directed.

H. Hydrants shall be located as shown on the Plans and in a manner that will provide complete accessibility and will prevent damage from vehicles. All hydrants shall stand plumb and shall have their pumper connections at right angles to the street.

I. Minimum cover on water lines shall be 48 inches unless otherwise specified, but in no case shall the top of any water line be less than 24 inches below the finished ground surface.

3.08 JOINTS AND JOINTING

A. Rubber Gasketed Bell-and-Spigot Joints:
   1. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.
   2. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined.
   3. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.
   4. After pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and replace if necessary before remaking joint.
   5. Use restrained joints as shown on Drawings.
      a. Include buoyancy conditions for soil unit weight when computing thrust restraint calculations.
      b. Do not include passive resistance of soil in thrust restraint calculations.
   6. Except for PVC pipe, provide means to prevent full engagement of spigot into bell as shown on Drawings. Means may consist of wedges or other types of stops as approved by the Owner's Representative.

B. Restrained Joints
   1. Installation.
      a. Install restrained joints mechanism in accordance with manufacturer's recommendations.
      b. Examine and clean mechanism; remove dirt, debris and other foreign material.
      c. Apply gasket and joint NSF 61 FDA food grade approved lubricant.
      d. Verify gasket is evenly seated.
      e. Do not over stab pipe into mechanism.
   2. Prevent any lateral movement of thrust restraints throughout pressure testing and operation.

C. All bends, tees, valves, and plugs shall have thrust blocks installed in accordance with the details on the plans. Thrust blocking will be installed such that joints will be accessible for inspection and repair. Concrete used in thrust blocking shall have a compressive strength of at least 3,000 psi and conform to the requirements of Section 32 13 13 Concrete Paving.

3.09 HYDROSTATIC TESTING OF WATER LINES

A. After the pipe has been laid and initial backfill completed, the water line shall be subjected to a hydrostatic test per AWWA C600 or AWWA C605 at a minimum pressure of 150 psi. Joints shall remain exposed during testing whenever possible.

B. The Contractor shall furnish, install, and operate, at his expense, the necessary connections, pumps, meters, and gauges necessary to conduct the test. The meters

used in the testing shall be tested, sealed and approved at the Contractor's expense prior to running any test.

C. Procedure
   1. Where practicable, pipelines shall be tested in lengths between valves or plugs of no more than 1,500 feet. Contractor must have written approval for test sections greater than 1,500 feet.
   2. Minimum duration of testing for each section shall be 2 hours when joints are exposed and 8 hours when joints are covered.
   3. Allowable leakage shall be as calculated by the following formula:
      $L=(S)(D)(P^{.05})/133,200$
      L= Allowable leakage in gallons per hour
      S=Length of Pipe in Feet
      D=Inside diameter of pipe in inches
      P=Pressure in pounds per square inch
   4. Correct defects, cracks, or leakage by replacement of defective items. All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be replaced, regardless of total leakage shown.
   5. Repeat test until satisfactory results are obtained.
   6. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

3.10 DISINFECTION OF WATER LINES

A. Promptly disinfect water lines after approved completion of the hydrostatic tests.

B. Contractor shall pay for and provide water for disinfection and flushing.

C. Contractor will conduct disinfection operations.

D. Coordinate chlorination operations with the authority having jurisdiction and the Owner's Representative.

E. Provide temporary blind flanges, cast-iron sleeves, plugs, necessary service taps, copper service leads, risers and jumpers of sizes, location and materials, and other items needed to facilitate disinfection of new water lines prior to connection to the existing water distribution system. Normally, each valved section of water line requires two each 3/4-inch taps. A 2-inch minimum blow-off is required for water lines up to and including 6-inch diameter.

F. Use fire hydrants as blow-offs to flush newly constructed water lines 6 inch diameters and above. Where fire hydrants are not available on water lines, install temporary blow-off valves as approved by the Owner's Representative and remove promptly upon successful completion of disinfection and testing.

G. Slowly fill each section of pipe with water in manner approved by Owner's Representative. Average water velocity when filling pipeline should be less than one foot per second and shall not, under any circumstance, exceed 2 feet per second. Before beginning disinfection operations, expel air from pipeline.

H. Backfill excavations immediately after installation of risers or blow-offs.

I. Install blow-off valves at end of water line to facilitate flushing of dead-end water lines. Install permanent blow-off valves according to drawings.

J. Procedure
   1. Use not less than 100 parts of chlorine per million parts of water.
   2. Introduce chlorinating material to water lines in accordance with AWWA C 651.
   3. After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1.0 parts per million parts of water.
   4. Open and close valves in lines being sterilized several times during contact period.
   5. After disinfection and flushing of water lines, the Contractor shall have bacteriological tests performed by an approved testing laboratory. When test results indicate need for additional disinfection of water lines based upon Texas Commission on Environmental Quality and/or Texas Department of Health requirements, provide additional disinfection operations.
   6. Upon satisfactory completion of testing, remove temporary risers remaining disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION 33 10 00

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SECTION 33 30 00 – SANITARY SEWER

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for furnishing and placing sanitary sewer pipe, laterals, stubs, and appurtenances. The pipe shall be of the size, type and location, and to the lines, grades and elevations shown on the plans and constructed in accordance with these specifications.

1.02 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all current, applicable codes and regulations.
   1. Contractor shall comply with requirements of utility company receiving waste water. Include tapping of existing structures or service lines.
   2. Contractor shall comply with standards of authorities having jurisdiction for sanitary sewer piping, including materials, installation and testing.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction (herein after referred to as "Standard Specifications") for work in the right-of-way or easements.

C. Install sewer lines to meet minimum separation distance from potable water line, as shown in the drawings. Separation distance is defined as distance between outside of water pipe and outside of sewer pipe. When possible, install new sanitary sewers no closer to water lines than 9 feet in all directions. Where this separation distance cannot be achieved, new sanitary sewers shall be installed as shown in the drawings.

D. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

C. Field quality-control test reports.

1.05 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Contractor is responsible for protecting materials per manufactures recommendations
   1. Do not store plastic manholes, pipe, and fittings in direct sunlight.
   2. Protect pipe, pipe fittings, and seals from dirt and damage.
   3. Handle precast structures according to manufacturer's written rigging instructions.

C. Install sanitary sewer that is watertight both in pipe-to-pipe joints and in pipe to-manhole connections.

PART 2 – PRODUCTS

2.01 PVC PIPE

A. PVC pipe for gravity sanitary sewers shall conform to ASTM D3034, SDR 26. All diameters shall use bell and spigot ends for gasketed joints. For sewers up to 12" diameter crossing over or under waterlines, provide minimum 150 psi pressure-rated pipe conforming to ASTM D2241 with suitable PVC couplings.

B. PVC pipe for sanitary sewer force mains shall conform to ASTM D2241, SDR 21 or AWWA C 900, DR 18 and provide a minimum pressure rating of 150 psi. Pipe shall be green in color.

C. Gaskets shall meet requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

D. Do not use PVC in potentially or known contaminated areas.

E. Do not use PVC in areas exposed to direct sunlight.

F. Make curves and bends by bending the pipe, do not exceed maximum limits of curvature recommended by pipe manufacturer. Submit details of other methods of providing curves and bends for review by the Owner's Representative.

2.02 DUCTILE IRON PIPE

A. Ductile iron pipe for gravity sanitary sewers shall conform to ASTM A746, thickness Class 50, pressure rated for 150 PSI unless otherwise indicated on the plans. Pipe shall be lined with 20 mils of epoxy extending from plain or beveled end to rear of gasket socket. The exterior of the pipe shall have a bituminous coating approximately one mil in thickness.

B. Ductile iron pipe for sanitary sewer force mains shall conform to ASTM C151, thickness Class 50, pressure rated for 150 PSI. Pipe shall be lined with 20 mils of epoxy extending from plain or beveled end to rear of gasket socket. The exterior of the pipe shall have a bituminous coating approximately one mil in thickness.

C. Gaskets shall conform to AWWA C111, rubber.

D. All ductile iron pipe and fittings shall be wrapped with polyethylene per AWWA C 105.

2.03 JOINTS

A. PVC pipe joints shall conform to ASTM D3212 with a SDR matching the pipe.

B. Ductile iron pipe joints shall be push-on type unless otherwise indicated on the plans.

2.04 MANHOLES

A. Precast concrete manholes in accordance with the details shown on the Drawings shall conform to ASTM C-478.

B. Cast-in-Place-Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated. The minimum compressive strength of concrete manhole shall be 4,000 psi.

C. Ballast: Increase thickness of concrete as required to prevent flotation.

D. Resilient Pipe Connectors: ASTM C 923 cast or fitted into manhole walls, for each pipe connection.

E. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.

F. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.

G. All manholes shall have stainless steel manhole inserts (inflow preventers).

2.05 MORTAR

A. Mortar for construction of the bench and invert in all manholes shall conform to ASTM C 476.

2.06 CLEANOUTS

A. Cleanouts in accordance with the details shown on the Drawings shall consist of PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.07 RIMS, GRATES AND FRAMES

A. Castings for manhole rims, covers and frames shall conform to ASTM A 48, Class 35B gray iron or better quality.

2.08 FITTINGS

A. Fittings shall be mechanical joint conforming to AWWA C153 lined with 20 mils of epoxy extending from plain or beveled end to rear of gasket socket. The exterior of the fitting shall have a bituminous coating approximately one mil in thickness.

B. Gaskets shall conform to AWWA C111, rubber.

C. All ductile iron fittings shall be wrapped with polyethylene per AWWA C 105.

2.09 MANUFACTURERS

A. Use approved American manufacturers.

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage and displacement.

B. Verify all existing utilities prior to beginning construction. Inform the Owner's Representative if existing utilities are not as shown in the plans.

C. Perform work in accordance with OSHA standards.

D. Sewer service to the site or adjacent landowners shall not be shut down without prior approval of the Owner's Representative and the authority having jurisdiction. At no additional cost to the Owner the Contractor shall install necessary piping and accessories so as not to disrupt service outside to other facilities or landowners whether or not indicated on the plans.

E. Confirm that nine feet minimum separation from water lines and accessories. Where above clearances cannot be attained, provide protection per the requirements of this Section and obtain additional instructions as required from the Owner's Representative before proceeding with construction.

F. Before installation, inspect each pipe, fitting and structure for defects. Reject defective, damaged or unsound pipe, fittings or structures and remove them from site.

3.02 GENERAL

A. No pipe shall be installed in the trench until excavation has been properly constructed per the plans and details to at least two (2) pipe lengths beyond the section of pipe being installed and the bottom of the trench has been properly shaped.

B. Pipe shall be so laid that after the sewer is completed the interior surface shall conform accurately to the grades and alignments fixed and given in the Plans.

C. All sewers must be laid accurately to line and grade, with tongue or spigot end downstream. Establish required uniform line and grade in trench from benchmarks identified by the Owner's Representative. Use laser beam equipment to establish and maintain proper line and grade of work.

D. Pipes shall be fitted together and matched so that when laid, they form a sewer with a smooth and uniform invert.

E. A minimum clearance of twelve (12) inches must be maintained between the sewer and all other lines. Sanitary sewers shall not be routed over water lines.

F. Where conditions are such that running or standing water occurs in the trench bottom or the soil in the trench bottom displays a "quick" tendency, the water shall be removed by pumps and suitable means such as well points or pervious underdrain bedding until the pipe has been installed and the backfill has been placed to a sufficient height to prevent pipe flotation. Care should be taken that any underdrain is of proper gradation and thickness to prevent migration of material between the underdrain, pipe embedment and native soils in the trench below and at the sides of the pipe.

G. Do not allow sand, debris, runoff or other foreign materials to enter sewer system.

3.03 DIVERSION PUMPING

A. Install and operate required bulkheads, plugs, piping, and diversion pumping equipment to maintain sewage flow and to prevent backup or overflow. Obtain approval for diversion pumping equipment and procedures from the Owner's Representative.

B. Design piping, joints and accessories to withstand twice maximum system pressure or 50 psi, whichever is greater.

C. In event of accidental spill or overflow, immediately stop overflow and take action to clean up and disinfect spillage and promptly notify the Owner's Representative.

3.04 EARTHWORK

A. Conform to applicable provisions of Section 31 23 33 Trenching, Backfilling and Compaction.

B. Backfill excavated areas in same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

C. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density Water tamping is not allowed.

D. When trenches exceed five feet in depth Contractor shall utilize trench safety measures per Section 31 41 33 Trench Safety.

3.05 PIPE CUTTING

A. Cut pipe 12 inches and smaller with standard wheel pipe cutters. Cut pipe larger than 12 inches in manner approved by the Owner's Representative. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.06 PIPE INSTALLATION BY OPEN CUT

A. Install pipe in accordance with pipe manufacturer's recommendations and as specified in following paragraphs.

B. Install pipe only after excavation is completed, bottom of trench fine graded, bedding material is installed.

C. Install pipe to line and grade indicated. Place pipe so that it has continuous bearing of barrel on bedding material and is laid in trench so interior surfaces of pipe follow grades and alignment indicated. Provide bell holes where necessary.

D. Form concentric joint with each section of adjoining pipe so as to prevent offsets.

E. Keep interior of pipe clean as installation progresses. Remove foreign material and debris from pipe.

F. Provide lubricant, place and drive home newly laid sections so as to eliminate damage to sections. Install pipe to "home" mark where provided.

G. Keep excavations free of water during construction and until final inspection.

H. When work is not in progress, cover exposed ends of pipes with approved plug to prevent foreign material from entering pipe.

I. Where gravity sanitary sewer is to be installed under existing water line with separation distance of at least 2 feet and less than 9 feet, install new sewer pipe so that one full 20 foot long pipe is centered on water line crossing. Embed sewer pipe in cement stabilized sand for minimum distance of 10 feet on each side of crossing.

J. Where gravity sanitary sewer is to be installed under existing water line with separation distance of less than 2 feet, install new sewer using pressure-rated pipe as shown on Drawings. Maintain minimum 1 foot separation distance.

3.07 PIPE INSTALLATION OTHER THAN OPEN CUT

A. Contractor shall utilize methods of pipe installation other than open cut as shown on the Drawings or as otherwise required to install the sewer.

B. Pipe shall be of the size, type, and class specified on the Plans, or other types as may be specified by the Engineer or designated on the Plans.

C. Jacking
   1. If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut in the sides of the embankment or beyond it, such work shall be sheeted securely and braced in a manner satisfactory to the Owner's Representative to prevent earth caving.
   2. Where pipe is required to be installed under railroad embankments or under highways, streets, or other facilities by jacking or boring methods, construction shall be made in such a manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure. During construction operations, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained, as directed by the Owner's Representative, until such time as the backfill has been completed and then shall be removed from the site.

3. Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head, usually of timber, and suitable bracing between jacks and jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or back stop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct it in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, embankment material shall be excavated just ahead of the pipe and material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.
4. The Contractor shall furnish for the Owner's Representative's review, a plan showing his proposed method of handling, including the design for the jacking head, jacking support of back stop, arrangement and position of jacks, pipe guides, etc., complete in assembled position. The review of this plan by the Owner's Representative's will not relieve the Contractor from his responsibility to obtain the specified results.
5. The excavation for the underside of the pipe, for at least one third of the circumference of the pipe, shall conform to the contour and grade of the pipe. A clearance of not more than two inches (2") may be provided for the upper half of the pipe. This clearance is to be tapered off to zero at the point where the excavation conforms to the contour of the pipe. The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material, but it shall not exceed two feet (2') in any case. This distance shall be decreased on instructions from the Engineer, if the character of the material being excavated makes it desirable to keep the advance excavation closer to the end of the pipe.
6. The pipe, preferably, shall be jacked from the low or downstream end. Lateral or vertical variation in the final position of the pipe from the line and grade established will be permitted at the discretion of the Owner's Representative provided that such variation shall be regular, only in one direction and that the final grade of flow line shall be in the direction indicated on the plans.
7. If the Contractor desires, he may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto pipe.
8. When jacking of pipe is once begun, the operation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.
9. Any pipe damaged in jacking operations shall be removed and replaced by the Contractor at no additional cost to the Owner.
10. The pits or trenches excavated to facilitate jacking operations shall be backfilled in accordance with the details for backfilling sewer lines shown in the Drawings immediately after the jacking of the pipe has been completed.

D. Boring
1. The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined above under 3.5.C. The location of the pit shall meet the approval of the Owner's Representative. The holes are to be bored mechanically. The boring shall be done using a pilot hole. By this method approximately a two inch (2") pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit.

2. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent to lubricate cuttings. Jetting will not be permitted.
3. In unconsolidated soil formations a gel forming colloidal drilling fluid consisting of at least 10% of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.
4. Allowable variation from line and grade shall be as specified under 3.5.C. above. Over cutting in excess of one inch (1") shall be remedied by pressure grouting the entire length of the installation.

3.08 MANHOLES

A. Manholes shall be constructed at locations shown on the plans and to the depth indicated thereon.

B. Manholes shall be constructed to the dimensions shown on the plans. Where concrete or precast concrete sections are used, the interior wall shall be coated with 80 mils thickness Raven 405.

C. Joints between precast concrete sections shall be made by uniformly placing "Ram-Nek" flexible plastic gaskets or approved equal on all faces of the lower part of the joint and lowering the upper ring evenly into place to produce uniform bearing and compression on the sealer.

D. The construction of manholes shall be done as soon as practical after sewer lines into or through the manhole are completed.

E. All sewers shall be cut neatly at the inside face of the walls of the manhole and pointed up with mortar.

F. After the masonry work has been completed to the proper elevation, the cast iron manhole cover frame shall be set in a full mortar bed and adjusted to the elevation established on the drawings.

G. The inverts of the sewer line or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

H. When sanitary sewer pipes enter a manhole two (2) feet or greater above the bottom of the manhole, a drop pipe of equal diameter shall be constructed outside the manhole to the bottom of the manhole per the details on the plans.

I. All Manholes are to be backfilled per the details shown in the Drawings and the requirements of Section 31 23 33 – Trenching, Backfill and Compaction.

3.09 FRAMES, GRATES, RINGS AND COVERS

A. Casting shall conform to the type shown on the Drawings and shall be clean castings, free from sand or blow holes or other defects. Materials shall be not less than Class 30B gray iron conforming to ASTM A-48.

B. Surfaces of the castings shall be free from burnt-on sand and shall be reasonably smooth.

C. Bearing surfaces between manhole rings and covers and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.

3.10 INSPECTION AND TESTING OF GRAVITY SANITARY SEWERS

A. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

B. Do not put into service before inspection and approval.

C. Test completed piping systems according to requirements of this section and authorities having jurisdiction.

D. Schedule tests and inspections by the Owner's Representative and authorities having jurisdiction with at least 48 hours' advance notice.

E. Submit separate report for each test.

F. Sanitary Sewer Cleaning and Television Inspection
   1. Cleaning:
      a. Take precautions to protect sanitary sewer mains and manholes from damage that might be inflicted by the improper selection of cleaning processes or improper use of equipment. When using hydraulically-propelled devices take precautions to ensure that the water pressure created does not cause damage to or flooding of public or private property. Do not surcharge any sanitary sewer to an elevation that could cause overflow of sewage into area waterways, homes or buildings, or onto the surface.
      b. Exercise care to prevent contamination of the potable water system. Use an appropriately sized backflow preventer as required by the authority having jurisdiction when drawing water from a public hydrant.
      c. Debris Disposal: Remove sludge, soil, sand, rocks, grease, roots and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing debris from any sewer section to any other sewer section is not allowed. Load debris from the manholes into an enclosed container permitted for liquid waste hauling. Remove solids and semi-solids resulting from cleaning operations from the site and dispose of lawfully at the end of each work day. Do not accumulate debris, liquid waste, or sludge on the site.
   2. Television Inspection
      a. Immediately after cleaning, video inspect the sanitary sewer line to document the condition of the line. Notify the Owner's Representative 48

hours in advance of any television inspection so that they may observe inspection operations.

b. Perform television inspection on one manhole section at a time. Adequately control the flow in the section being inspected. No flow is allowed in the line while performing post-installation video inspection.
c. Perform television inspection of sanitary sewers as follows:
d. Videos shall pan all manholes showing benches, walls, annular spaces, and debris removal. Camera operator shall slowly pan each service connection, clamped joint and pipe material transition from one material to another. Complete and submit a Television Inspection Report for every sewer segment video submitted to the Owner's Representative.
e. Provide a video showing the completed work including the condition of any service connections. Prepare and submit Television Inspection Report forms providing the location of service connections along with the location of any discrepancies.
f. Document results of video inspections using a Television Inspection Report form approved by the Owner's Representative.

G. Sanitary Sewer Deflection Testing
1. Perform deflection testing on flexible and semi-rigid pipe to confirm pipe has no more than 5 percent deflection. Mandrel testing shall conform to ASTM D 3034. Perform testing no sooner than 30 days after backfilling of line segment, but prior to final acceptance testing of line segment.
2. Rigid mandrel shall have outside diameter (O.D.) equal to 95 percent of inside diameter (I.D.) of pipe. Mandrel shall be constructed of metal or rigid plastic material that can withstand 200 psi without being deformed. Mandrel shall have nine or more "runners" or "legs" as long as total number of legs is odd number. Barrel section of mandrel shall have length of at least 75 percent of inside diameter of pipe. Rigid mandrel shall not have adjustable or collapsible legs which would allow reduction in mandrel diameter during testing.
3. Pull approved mandrel by hand through sewer sections. Mandrel testing is not required for stubs.
4. Document results of deflection testing using a Sanitary Sewer Deflection Test Report form approved by the Owner's Representative.

H. Sanitary Sewer Leakage Testing
1. Low Air Pressure Test: When using this test conform to ASTM C 828, ASTM C 924, or ASTM F 1417, as applicable, with holding time not less than that listed below.
a. Low Pressure Air testing for sections of pipe shall be limited to lines less than 36-inch average inside diameter.
b. Lines 36-inch average inside diameter and larger shall be tested at each joint. Minimum time allowable for pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch during joint test shall be 10 seconds, regardless of pipe size.

c. Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig, at end of this Section, are based on equation from Texas Commission on Environmental Quality (TCEQ) Design Criteria.

	T = 0.0850(D)(K)/(Q)
T =	time for pressure to drop 1.0 pounds per square inch gauge in seconds
K =	0.000419 DL, but not less than 1.0
D =	average inside diameter in inches
L =	length of line of same pipe size in feet
Q =	rate of loss, 0.0015 ft^3/min./sq. ft. internal surface

d. Since K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as given below.

e. For joint test, pipe is to be pressurized to 3.5 psi greater than pressure exerted by groundwater above pipe. Once pressure has stabilized, minimum times allowable for pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be 10 seconds.

f. Document results of low pressure air test using a Sanitary Sewer Low Pressure Air Test Report form approved by the Owner's Representative.

Notes:

- When two sizes of pipe are involved, compute time by ratio of lengths involved.
- Lines with 27-inch average inside diameter and larger may be air tested at each joint.
- Lines with average inside diameter greater than 36 inches must be air tested for leakage at each joint.
- If joint test is used, perform visual inspection of joint immediately after testing.

I. Sanitary Manhole Vacuum Testing

1. After completion of manhole construction, wall sealing, or rehabilitation, but prior to backfilling, test manholes for water tightness using hydrostatic or vacuum testing procedures.
2. Plug influent and effluent lines, including service lines, with suitably-sized pneumatic or mechanical plugs. Ensure plugs are properly rated for pressures required for test; follow manufacturer's safety and installation recommendations. Place plugs minimum of 6 inches outside of manhole walls. Brace inverts to prevent lines from being dislodged when lines entering manhole have not been backfilled.
3. Install vacuum tester head assembly at top access point of manhole and adjust for proper seal on straight top section of manhole structure. Following manufacturer's instructions and safety precautions, inflate sealing element to recommended maximum inflation pressure; do not over-inflate.
4. Evacuate manhole with vacuum pump to 10 inches mercury (Hg), disconnect pump, and monitor vacuum for time period specified below.
5. A manhole passes the test if after 2.0 minutes and with all valves closed, the vacuum is at least 9.0 inches of mercury (Hg).
6. Document results of vacuum testing using a Sanitary Sewer Manhole Vacuum Test Report form approved by the Owner's Representative.

3.11 INSPECTION AND TESTING OF SANITARY SEWER FORCE MAINS

A. Hydrostatic Testing
   1. After the pipe has been laid and initial backfill completed, the water line shall be subjected to a hydrostatic test per AWWA C600 or AWWA C605 at a minimum pressure of 150 psi. Joints shall remain exposed during testing whenever possible.
   2. The Contractor shall furnish, install, and operate, at his expense, the necessary connections, pumps, meters, and gauges necessary to conduct the test. The meters used in the testing shall be tested, sealed and approved at the Contractor's expense prior to running any test.
   3. Where practicable, pipelines shall be tested in lengths between valves or plugs of no more than 1,500 feet. Contractor must have written approval for test sections greater than 1,500 feet.
   4. Minimum duration of testing for each section shall be 2 hours when joints are exposed and 8 hours when joints are covered.
   5. Allowable leakage shall be as calculated by the following formula:
      L=(S)(D) (P.05)/133,200
      L= Allowable leakage in gallons per hour
      S=Length of Pipe in Feet
      D=Inside diameter of pipe in inches
      P=Pressure in pounds per square inch
   6. Correct defects, cracks, or leakage by replacement of defective items. All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be replaced, regardless of total leakage shown.
   7. Repeat test until satisfactory results are obtained.
   8. Upon satisfactory completion of testing, plug openings in force main. Use cast iron plugs or blind flanges to prevent debris from entering tested pipeline.

B. Pigging Test
   1. After completion of hydrostatic testing and prior to final acceptance, test force mains longer than 200 feet by pigging to ensure piping is free of obstructions.
   2. Pigs: Provide proving pigs manufactured of open-cell polyurethane foam body, without coating or abrasives which would scratch or otherwise damage interior pipe wall surface or lining. Pigs shall be able to pass through reductions of up to 65 percent of nominal cross-sectional area of pipe. Pigs shall be able to pass through standard fittings such as 45-degree and 90-degree elbows, crosses, tees, wyes, gate valves, or plug valves, as applicable to force main being tested.

END OF SECTION 33 30 00

SECTION 33 40 00 – STORM DRAINAGE

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for furnishing and placing drainage pipe, laterals, stubs, and appurtenances. The pipe shall be of the size, type and location, and to the lines, grades and elevations shown on the plans and constructed in accordance with these specifications.

1.02 DEFINITIONS

A. CMP: Corrugated metal pipe.

B. HDPE: High-density polyethylene plastic.

C. PVC: Polyvinyl chloride plastic.

D. RCB: Reinforced concrete box.

E. RCP: Reinforced concrete pipe.

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with standards of authorities having jurisdiction for drainage piping, including materials, installation and testing.

B. Contractor shall comply with all Standard Specifications and Details of Authorities having Jurisdiction (herein after referred to as "Standard Specifications") for work in the right-of-way or easements.

C. Prior to commencement of work, the Contractor shall be responsible for obtaining, at the Contractor's own expense, all construction permits necessary to complete the project according to the plans and specifications.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

C. Field quality-control test reports.

1.05 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Contractor is responsible for protecting materials per manufactures recommendations

1. Do not store plastic manholes, pipe, and fittings in direct sunlight.
2. Protect pipe, pipe fittings, and seals from dirt and damage.
3. Handle precast structures according to manufacturer's written rigging instructions.

C. Install drainage system that is watertight both in pipe-to-pipe joints and in pipe to-manhole connections.

PART 2 – PRODUCTS

2.01 CMP PIPE

A. Corrugated metal pipe shall be galvanized steel conforming to the requirements of AASHTO M 218
   1. Reference to gauge of metal is to U.S. Standard Gauge for uncoated sheets. Tables in AASHTO M 218 list thicknesses for coated sheets in inches.

B. Coupling bands and other hardware for galvanized steel pipe shall conform to requirements of AASHTO M 36.
   1. Coupling bands shall be not more than 3 nominal sheet thicknesses lighter than thickness of pipe to be connected and in no case lighter than 0.052 inch.
   2. Coupling bands shall be made of same base metal and coating (metallic or otherwise) as pipe.
   3. Minimum width of corrugated locking bands shall be as shown below for corrugations which correspond to end circumferential corrugations on pipes being joined:
      a. 10-1/2 inches wide for 2-2/3 inch by 1/2 inch corrugations.
      b. 12 inches wide for 3 inch by 1 inch corrugations.
   4. Helical pipe without circumferential end corrugations will be permitted only when it is necessary to join new pipe to existing pipe which was installed with no circumferential end corrugations. In this event pipe furnished with helical corrugations at ends shall be field jointed with either helically corrugated bands or with bands with projections (dimples). Minimum width of helical corrugated bands shall conform to following:
      a. 12 inches wide for 1/2 inch deep helical end corrugations.
      b. 14 inches wide for 1 inch deep helical end corrugations.
   5. Bands with projections shall have circumferential rows of projections with one projection for each corrugation. Width of bands with projections shall be not less than following:
      a. 12 inches wide for pipe diameters up to and including 72 inches. Bands shall have two circumferential rows of projections.
      b. 16-1/4 inches wide for pipe diameters of 78 inches and greater. Bands shall have four circumferential rows of projections.
   6. Bolts for coupling bands shall be 1/2 inch diameter. Bands 12 inches wide or less will have minimum of 2 bolts per end at each connection, and bands greater than 12 inches wide shall have minimum of 3 bolts at each connection.
   7. Galvanized bolts may be hot dip galvanized in accordance with requirements of AASHTO M 232, mechanically galvanized to provide same requirements as AASHTO M 232, or electro galvanized per ASTM B 633, Type RS.

C. Furnish fittings and specials required for bends, end sections, branches, access manholes, and connections to other fittings. Design fittings and specials in

accordance with Drawings and ASTM A 760. Fittings and specials are subject to same internal and external loads as straight pipe.

D. Fabrication
   1. Steel Pipe:
      a. Galvanized steel pipe shall be full circle or arch pipe conforming to AASHTO M 36, Type I, Type IA, or Type II, as indicated on Drawings.
      b. Fabrication with circumferential corrugations, lap joint construction with riveted or spotwelded seams, helical corrugations with continuous helical lock seam, or ultra-high frequency resistance butt-welded seams is acceptable.

2.02 HDPE PIPE

A. Furnish annular corrugated profile wall polyethylene pipe conforming to ASTM F2648 for gravity storm sewer and storm sewer culvert pipe. Joints shall be installed such that connection of pipe sections will form continuous line free from irregularities in flow line.

B. Joints
   1. Integral Bell and Spigot. Bell shall overlap minimum of two corrugations of spigot end when fully engaged.
   2. Shall be watertight according to the requirements of ASTM D3212.

C. Gaskets shall meet requirements of ASTM F 477. Use gasket molded into circular form or extruded to proper section and then spliced into circular form. When no contaminant is identified, use gaskets of properly cured, high-grade elastomeric compound. Basic polymer shall be natural rubber, synthetic elastomer, or blend of both.

D. Fittings shall conform to ASTM F2306.

E. Perforated pipe shall conform to the requirements of ASTM M252 for pipe diameters 3-inch through 10-inch and ASTM M294 for pipe diameters 12-inch through 60-inch.

2.03 PVC PIPE

A. PVC pipe shall conform to ASTM D3034, SDR 26. All diameters shall use bell and spigot ends for gasketed joints.

B. Joints shall conform to ASTM D3212 with a SDR matching the pipe.

C. Gaskets shall meet requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

D. Fittings shall conform to ASTM D3034.

E. Do not use PVC in potentially or known contaminated areas.

F. Do not use PVC in areas exposed to direct sunlight.

G. Make curves and bends by bending the pipe, do not exceed maximum limits of curvature recommended by pipe manufacturer. Submit details of other methods of providing curves and bends for review by the Owner's Representative.

2.04 RCP PIPE

A. Reinforced concrete pipe shall conform to requirements of ASTM C-76, wall "B" thickness for, Class III and Class IV as shown on the plans or as necessary to meet ASTM cover design requirements.

B. Reinforced concrete arch pipe shall conform to requirements of ASTM C 506 for Class A-III. Joints shall conform to ASTM C 877.

C. Reinforced concrete elliptical pipe, either vertical or horizontal, shall conform to requirements of ASTM C 507 for Class VE-III for vertical or Class HE-III for horizontal. Use rubber gasket joints conforming to ASTM C 877.

D. Gaskets shall conform to AWWA C111, rubber.

E. Gaskets
   1. When no contaminant is identified, furnish rubber gasket conforming to ASTM C 443 for circular reinforced concrete pipe and rubber gasket conforming to ASTM C 877 for reinforced concrete elliptical pipe.
   2. Use gaskets as recommended by pipe manufacturer and approved by the Owner's Representative prior to installation in potentially contaminated soil.

2.05 RCB PIPE

A. Reinforced concrete boxes shall conform to requirements of ASTM C1577.

2.06 MANHOLES

A. Precast concrete manholes in accordance with the details shown on the Drawings shall conform to ASTM C-478.

B. Cast-in-Place-Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated. The minimum compressive strength of concrete manhole shall be 4,000 psi.

C. Ballast: Increase thickness of concrete as required to prevent flotation.

D. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.

E. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.

2.07 PRECAST CONCRETE INLETS, HEADWALLS AND WINGWALLS

A. Provide precast concrete machine-made units meeting requirements of ASTM C 76 regarding reinforced concrete, cement, aggregate, mixture, and concrete test. Minimum 28-day compressive strength of concrete shall be 4,000 psi.

B. Reinforcing Steel shall conform to requirements of ASTM A615, Grade 60.

C. Mark date of manufacture and name or trademark of manufacturer clearly on inside of inlet, headwall, or wingwall.

2.08 PVC INLETS

A. PVC surface drainage inlets shall include the drain basin type as indicated on the drawings. The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer.

B. PVC inlets shall be manufactured from PVC pipe stock, utilizing a thermoforming process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.

C. The grates and frames furnished for all PVC inlets shall be ductile iron and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the inlet. Grates for drain basins shall be capable of supporting H-20 wheel loads. Ductile iron used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05. Grates and covers shall be provided painted black.

2.09 MORTAR

A. Mortar shall conform to ASTM C 476.

2.10 CLEANOUTS

A. Cleanouts in accordance with the details shown on the Drawings shall consist of PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.11 RIMS, GRATES AND FRAMES

A. Castings for manhole and inlet rims, covers, grates and frames shall conform to ASTM A 48, Class 35B gray iron or better quality.

2.12 MANUFACTURERS

A. Use approved American manufacturers.

PART 3 – EXECUTION

3.01 PREPERATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage and displacement.

B. Verify all existing utilities prior to beginning construction. Inform the Owner's Representative if existing utilities are not as shown in the plans.

C. Perform work in accordance with OSHA standards.

D. Drainage to the site and adjacent landowners shall not be obstructed without prior approval of the Owner's Representative and the authority having jurisdiction. At no additional cost to the Owner the Contractor shall install necessary piping and accessories so as not to disrupt drainage from other facilities or landowners whether or not indicated on the plans.

E. Before installation, inspect each pipe, fitting and structure for defects. Reject defective, damaged or unsound pipe, fittings or structures and remove them from site.

3.02 GENERAL

A. No pipe shall be installed in the trench until excavation has been properly constructed per the plans and details to at least two (2) pipe lengths beyond the section of pipe being installed and the bottom of the trench has been properly shaped.

B. Pipe shall be so laid that after the sewer is completed the interior surface shall conform accurately to the grades and alignments fixed and given in the Plans.

C. All sewers must be laid accurately to line and grade, with tongue or spigot end downstream. Establish required uniform line and grade in trench from benchmarks identified by the Owner's Representative. Use laser beam equipment to establish and maintain proper line and grade of work.

D. Pipes shall be fitted together and matched so that when laid, they form a sewer with a smooth and uniform invert.

E. A minimum clearance of twelve (12) inches must be maintained between the drainage system and all other lines.

F. Outfall pipes shall be as detailed on the drawings and conform to the requirements of the authority having jurisdiction.

G. Where conditions are such that running or standing water occurs in the trench bottom or the soil in the trench bottom displays a "quick" tendency, the water shall be removed by pumps and suitable means such as well points or pervious underdrain

bedding until the pipe has been installed and the backfill has been placed to a sufficient height to prevent pipe flotation. Care should be taken that any underdrain is of proper gradation and thickness to prevent migration of material between the underdrain, pipe embedment and native soils in the trench below and at the sides of the pipe.

H. Do not allow sand, debris, runoff or other foreign materials to enter sewer system.

3.03 EARTHWORK

A. Conform to applicable provisions of Section 31 23 33 Trenching, Backfilling and Compaction.

B. Backfill excavated areas in same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

C. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density Water tamping is not allowed.

D. When trenches exceed five feet in depth Contractor shall utilize trench safety measures per Section 31 41 33 Trench Safety.

3.04 PIPE CUTTING

A. Cut pipe 12 inches and smaller with standard wheel pipe cutters. Cut pipe larger than 12 inches in manner approved by the Owner's Representative. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.05 PIPE INSTALLATION BY OPEN CUT

A. Install pipe in accordance with pipe manufacturer's recommendations and as specified in following paragraphs.

B. Install pipe only after excavation is completed, bottom of trench fine graded, bedding material is installed.

C. Install pipe to line and grade indicated. Place pipe so that it has continuous bearing of barrel on bedding material and is laid in trench so interior surfaces of pipe follow grades and alignment indicated. Provide bell holes where necessary.

D. Form concentric joint with each section of adjoining pipe so as to prevent offsets.

E. Keep interior of pipe clean as installation progresses. Remove foreign material and debris from pipe.

F. Provide lubricant, place and drive home newly laid sections so as to eliminate damage to sections. Install pipe to "home" mark where provided.

G. Keep excavations free of water during construction and until final inspection.

H. When work is not in progress, cover exposed ends of pipes with approved plug to prevent foreign material from entering pipe.

3.06 PIPE INSTALLATION OTHER THAN OPEN CUT

A. Contractor shall utilize methods of pipe installation other than open cut as shown on the Drawings or as otherwise required to install the sewer.

B. Pipe shall be of the size, type, and class specified on the Plans, or other types as may be specified by the Engineer or designated on the Plans.

C. Jacking
   1. If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut in the sides of the embankment or beyond it, such work shall be sheeted securely and braced in a manner satisfactory to the Owner's Representative to prevent earth caving.
   2. Where pipe is required to be installed under railroad embankments or under highways, streets, or other facilities by jacking or boring methods, construction shall be made in such a manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure. During construction operations, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained, as directed by the Owner's Representative, until such time as the backfill has been completed and then shall be removed from the site.
   3. Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head, usually of timber, and suitable bracing between jacks and jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or back stop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct it in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, embankment material shall be excavated just ahead of the pipe and material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.
   4. The Contractor shall furnish for the Owner's Representative's review, a plan showing his proposed method of handling, including the design for the jacking head, jacking support of back stop, arrangement and position of jacks, pipe guides, etc., complete in assembled position. The review of this plan by the Owner's Representative's will not relieve the Contractor from his responsibility to obtain the specified results.
   5. The excavation for the underside of the pipe, for at least one third of the circumference of the pipe, shall conform to the contour and grade of the pipe. A clearance of not more than two inches (2") may be provided for the upper half of the pipe. This clearance is to be tapered off to zero at the point where the excavation conforms to the contour of the pipe. The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material, but it shall not exceed two feet (2') in any case. This distance shall be decreased on instructions from the Engineer, if the character of the material

being excavated makes it desirable to keep the advance excavation closer to the end of the pipe.

6. The pipe, preferably, shall be jacked from the low or downstream end. Lateral or vertical variation in the final position of the pipe from the line and grade established will be permitted at the discretion of the Owner's Representative provided that such variation shall be regular, only in one direction and that the final grade of flow line shall be in the direction indicated on the plans.
7. If the Contractor desires, he may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto pipe.
8. When jacking of pipe is once begun, the operation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.
9. Any pipe damaged in jacking operations shall be removed and replaced by the Contractor at no additional cost to the Owner.
10. The pits or trenches excavated to facilitate jacking operations shall be backfilled in accordance with the details for backfilling sewer lines shown in the Drawings immediately after the jacking of the pipe has been completed.

D. Boring

1. The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined above under 3.5.C. The location of the pit shall meet the approval of the Owner's Representative. The holes are to be bored mechanically. The boring shall be done using a pilot hole. By this method approximately a two inch (2") pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit.
2. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent to lubricate cuttings. Jetting will not be permitted.
3. In unconsolidated soil formations a gel forming colloidal drilling fluid consisting of at least 10% of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.
4. Allowable variation from line and grade shall be as specified under 3.5.C. above. Over cutting in excess of one inch (1") shall be remedied by pressure grouting the entire length of the installation.

3.07 MANHOLES, INLETS, JUNCTION BOXES AND OTHER STRUCTURES

A. Structures shall be constructed in accordance with the details shown on plans at locations shown on the plans and to the depth indicated thereon.

B. Joints between precast concrete sections shall be made by uniformly placing "Ram-Nek" flexible plastic gaskets or approved equal on all faces of the lower part of the joint and lowering the upper ring evenly into place to produce uniform bearing and compression on the sealer.

C. The construction of structures shall be done as soon as practical after sewer lines into or through the manhole are completed.

D. All sewers shall be cut neatly at the inside face of the walls of the manhole and pointed up with mortar.

E. After the masonry work has been completed to the proper elevation, the cast iron manhole cover frame shall be set in a full mortar bed and adjusted to the elevation established on the drawings.

F. All Manholes are to be backfilled per the details shown in the Drawings and the requirements of Section 31 23 33 – Trenching, Backfill and Compaction.

3.08 FRAMES, GRATES, RINGS AND COVERS

A. Casting shall conform to the type shown on the Drawings and shall be clean castings, free from sand or blow holes or other defects. Materials shall be not less than Class 30B gray iron conforming to ASTM A-48.

B. Surfaces of the castings shall be free from burnt-on sand and shall be reasonably smooth.

C. Bearing surfaces between manhole rings and covers and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.

3.09 UNDERDRAIN SYSTEM

A. Pipe shall be laid per paragraph 3.1 and per the details on the plans.

B. Prior to placing granular backfill and bedding, line trench with drainage fabric according to the details.

C. Granular bedding shall be prepared to a depth of 2 to 4 inches below the pipe invert. The pipe shall be laid with the perforations facing down. The granular backfill shall then be placed to the depth shown on the details. The filter fabric shall then be wrapped around the granular material with a minimum overlap at the top of 6 inches.

D. Where vertical pipe risers penetrate the granular backfill to the surface, the drainage fabric shall be cut in an 'X' to accommodate the pipe penetration and then the fabric shall be sealed with a heavy duty tape to the pipe in the manner to insure the integrity of the filter fabric.

3.10 CLEANING AND INSPECTION

A. Clean and inspect new piping systems, and parts of existing systems that have been altered, extended, repaired, or otherwise impacted by the construction.

B. Schedule cleaning and inspections by the Owner’s Representative and authorities having jurisdiction with at least 48 hours' advance notice.

C. Cleaning:
   1. Take precautions to protect storm sewer mains and structures from damage that might be inflicted by the improper selection of cleaning processes or improper use of equipment. When using hydraulically-propelled devices take

precautions to ensure that the water pressure created does not cause damage to or flooding of public or private property.

2. Exercise care to prevent contamination of the potable water system. Use an appropriately sized backflow preventer as required by the authority having jurisdiction when drawing water from a public hydrant.
3. Debris Disposal: Remove soil, sand, rocks, construction debris and other solid or semi-solid material resulting from the cleaning operation at the downstream structure of the section being cleaned. Passing debris from any section to any other section is not allowed. Load debris from the structures into an enclosed container permitted for waste hauling. Remove solids and semi-solids resulting from cleaning operations from the site and dispose of lawfully at the end of each work day. Do not accumulate debris or liquid waste on the site.

D. Inspect all structures and interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

E. Repair or replace defective piping or structures as required by the Owner's Representative and repeat inspections until results are satisfactory.

END OF SECTION 33 40 00

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