



# Competitive Sealed Proposal

Playground Shade Structures at Various  
Elementary Schools

RFCSP #2021-060

**NORTHSIDE INDEPENDENT SCHOOL DISTRICT  
FACILITIES AND OPERATIONS  
ENGINEERING SERVICES DEPARTMENT  
5900 EVERS ROAD, BLDG. E  
SAN ANTONIO, TEXAS 78238  
210-397-1240**

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# **NORTHSIDE INDEPENDENT SCHOOL DISTRICT**

*Dr. Brian T. Woods, Superintendent  
5900 Evers Road, San Antonio, Texas 78238*

## **FACILITIES AND OPERATIONS DEPARTMENT**

*Leroy San Miguel, Assistant Superintendent for Facilities & Operations  
Jacob Villarreal, P.E., Executive Director of Construction & Engineering  
5900 Evers Road  
San Antonio, Texas 78238  
Telephone: (210) 397-1200 (Facilities); (210) 397-1240 (Engineering)  
Facsimile: (210) 257-1212*

## **PURCHASING DEPARTMENT**

*Director of Purchasing  
607 Richland Hills Dr. #700  
San Antonio, TX 78245-2149  
Telephone: (210) 397-8712; Facsimile: (210) 706-8834*

## **CONSULTANT**

*Moy Tarin Ramirez Engineers, LLC  
12770 Cimarron Path, Suite 100  
San Antonio, TX 78249  
Date: March 22, 2021      RFCSP No. 2021-060*

## **INVITATION TO OFFERORS (Competitive Sealed Proposals)**

- 1. REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP):** *The Northside Independent School District ("NISD" or "Owner") of Bexar County, Texas proposes to construct a Playground Shade Structures at Various Elementary Schools ("Project") and is requesting competitive sealed proposals for the work pursuant to Chapter 2269 of the Government Code. The Owner may select the Proposal that offers the "best value" for the District based on the published selection criteria, weight of criteria, and on its ranking evaluation. Prior to approval of the recommended Offeror by the Board of Trustees, the District's representative Owner may attempt to negotiate a contract and discuss options for scope or time modifications and price change(s) associated with the modification(s) if proposed prices are more than the District's budget for the project. Proposals are to be submitted in accordance with this invitation and the accompanying instructions. Northside facilities are accessible to disabled persons. To arrange for special assistance for this meeting, the Pre-Proposal Conference, and any other meeting, or if you have questions regarding accessibility, please contact the Facilities & Operations Department in advance of the meeting.*
- 2. DESCRIPTION OF PROJECT:** *The Project is generally described as follows:  
Provide shade structures at the upper and lower-level playgrounds at 38 elementary schools and general site work as indicated on the drawings and specifications to include all general construction, site work, heating, air conditioning, electrical, plumbing and all other work as indicated on the construction documents.*
- 3. TIME OF COMMENCEMENT AND COMPLETION:** *The Project must be complete and ready for occupancy not later than October 12, 2021 assuming that the successful Offeror is given notice of its top ranking on or before April 28, 2021. Any proposal must provide for final*

completion by this date. The Notice to Proceed may be issued up to **20** consecutive calendar days following the Notice of Award. The Contractor shall take this period into account in the preparation of its Proposal. No claim for additional time shall be considered unless this period is exceeded.

Alternately, Offerors may be asked to submit the number of calendar days required for completion of the Work, if completion of the Work shall be prior to such date.

4. **ESTIMATED PROJECT BUDGET:** \$1,596,000.00, based on the Plans and Specifications dated March 22, 2021, Job No. 20131.02 prepared by Moy Tarin Ramirez Engineers, LLC ("Consultant").

5. **PRE-PROPOSAL CONFERENCE:** A Voluntary Pre-Proposal Conference will be conducted at 1:00 p.m. on March 25, 2021 via video conference. For all video conference information, please refer to NISD Purchasing Website. All persons desiring to submit a proposal are encouraged to attend this conference. The District's responses to questions received at or before the Pre-Proposal Conference may be distributed at the Pre-Proposal Conference, and later questions will be distributed via addendum, where applicable.

6. **PROPOSAL DOCUMENTS:** General Contractors may obtain up to two (2) sets of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$50.00 for each set which shall be refundable provided the General Contractor submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Subcontractors and suppliers may obtain up to one (1) set of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$50.00 for each set which shall be refundable provided the subcontractor or supplier submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Additional sets may be purchased from the Consultant by General Contractor, subcontractor or supplier at the cost of \$50.00 per set. All payments shall be made payable to the order of Moy Tarin Ramirez Engineers, LLC. No partial sets of bid documents will be issued, and the Owner and/or Consultant will have no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. If the Proposal Documents are timely returned but in poor condition, a reasonable amount for the cost of reproduction will be deducted from the amount of deposit and the remaining balance will be refunded to the General Contractor, subcontractor or supplier. If the Proposal Documents are not timely returned to Consultant, or if a proposal is not submitted, the deposit will be forfeited.

In addition to the above, copies of the "Proposal Documents" may be examined during normal business hours at the following location:

Virtual Builder's Exchange, LLC  
4047 Naco Perrin Blvd., Ste. 100  
San Antonio, Texas 78217  
Telephone: (210) 564-6900

7. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS:** All proposals must be submitted thru the District's ESM Solutions portal or delivered in person or by United States mail, and finalized prior to the closing time. Proposals received by oral, telephonic, facsimile, or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors must be finalized prior to the closing time. Submittals shall be enclosed in a sealed, opaque envelope, addressed to the

***“Board of Trustees for Northside Independent School District”*** at the address specified below and identified as a proposal for the Playground Shade Structures at Various Elementary Schools, RFCSP No. 2021.060.

*If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated “**Sealed Proposal Enclosed**” on the face thereof. All proposals must be delivered to Owner at the following address:*

*Director of Purchasing  
Northside Independent School District  
**Purchasing Department**  
**607 Richland Hills Dr., Ste. 700**  
**San Antonio, TX 78245-2149***

*Proposals will be received by the Owner until April 12, 2021 at 2:00 p.m. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the proposal read aloud. Each Offeror shall assume full responsibility for timely delivery of its proposal to the location designated for receipt of proposal. Proposals received after the date, time, or at the wrong location, will not receive consideration and will be returned unopened. Should you have any questions regarding the bidding process, please contact the Purchasing Department via telephone at (210) 397-8700 or via email at [purchasing@nisd.net](mailto:purchasing@nisd.net).*

*Attachments herein may not be required at Proposal Opening but will be required once the project is awarded or upon completion of the project.*

**8. PROPOSAL SECURITY:** *Each proposal must be accompanied by proposal security in the amount of five percent (5%) of the total proposal, including all additive alternatives, pledging that the successful Offeror will, within 30 calendar days after the successful Offeror is notified of receipt of its proposal, enter into a written contract with the Owner on the terms stated in the “Proposal Documents”, as evidenced by the unconditional execution and delivery of such contract, and furnish payment and performance bonds, evidence of insurance and other submittals as required by the “Proposal Documents”. Should the successful Offeror fail or refuse to enter into such contract or furnish such bonds or evidence of insurance within the time above-stated, such proposal security shall be forfeited to the Owner as damages, not as a penalty. Such proposal security shall be in the form of cash, certified funds payable to the order of the Owner, or a bond in favor of the Owner. The bond shall be on AIA Document A310 “2010 Edition,” and shall be issued by a corporate surety duly authorized and admitted to do business in the State of Texas, and licensed by the State of Texas to issue surety bonds and to be an executed original. If the amount of the bond exceeds the legal underwriting limitation of the surety, the Offeror and the surety shall provide the Owner with evidence that the excess is reinsured with one or more reinsurers who are duly authorized, accredited, and licensed to do business in the State of Texas. Any proposal which is not accompanied with proposal security in the form and amount required herein shall be rejected as nonconforming. The Owner shall have the right to retain the security of all Offerors to whom an award is being considered until either (i) the Contract has been unconditionally executed and delivered by the parties and any required payment and performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all proposals have been rejected by the Owner without the acceptance of any proposal.*

## **INSTRUCTIONS TO OFFERORS (Competitive Sealed Proposals)**

**PROPOSAL DOCUMENTS:** The “Proposal Documents” shall include the Invitation to Offerors, these Instructions to Offerors, the Contract Documents (as defined below), the Proposal Form, and any other sample proposal and contract forms. The Contract Documents shall consist of the Agreement between Owner and Contractor (AIA Form A101-2017, the “Contract”), the General Conditions to the Contract (**AIA Form A201-2007**), the Supplementary and Other Conditions included with the “Proposal Documents”, and the Drawings, and all Addenda issued prior to execution of the Contract. Each Offeror shall carefully study and compare the Contract Documents with one another and with any existing work or work under construction, shall examine the site and local conditions, and shall at once report to the Consultant any errors, inconsistencies or ambiguities discovered. By submitting a proposal, the Offeror represents that the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Offeror has read and understands the “Proposal Documents”, including the Contract Documents; that the proposal is made in accordance with the “Proposal Documents”; and that the Offeror has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror’s site observations with the requirements of the Contract Documents.

Offerors may request clarification or interpretation of “Proposal Documents”. Any such request must be in writing and must be received by the Consultant at least FIVE (5) days prior to the last date for receipt of proposals. Interpretations, corrections and/or changes of or to the “Proposal Documents” will be made by written Addendum. Any interpretations, corrections or changes of or to the “Proposal documents”, made in any other manner will not be binding upon the Owner, and Offerors may not rely thereon.

Any discrepancy or conflict with the Drawings shall be brought to the attention of Consultant and the Owner. Discrepancies or conflicts not brought to Consultant’s and Owner’s attention and clarified during the proposal process for the Project will be deemed to have been priced in the more costly manner or difficult manner, and the better quality or greater quantity of the Work shall be provided by the Contractor in accordance with Consultant’s interpretation.

Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFCSP process shall be at the sole risk and responsibility of the Offeror.

**Note: Do not contact members of the Board of Trustees, the Superintendent or other employees of the Northside Independent School District. Contact with any of these prohibited individuals after issuance of the RFCSP and before selection is made, may result in disqualification of your proposal.**

**ADDENDA:** Addenda will be e-mailed to all who are known by the Consultant to have received a complete set of “Proposal Documents”, and will be sent to the e-mail address of each Offeror furnished by such Offeror for such purposes. In addition, copies of Addenda will be made available for inspection wherever “Proposal Documents” are on file for that purpose. Each Offeror shall acknowledge in its proposal its receipt of all Addenda issued. Failure of an Offeror to receive any such Addenda shall not relieve the

Offeror from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.

**ALTERNATES:** Alternate bids are sums added or deducted from the Base Bid Proposal(s) for certain work defined in the Contract Documents. The Offeror shall clearly distinguish on the Proposal Form whether the proposed Alternate(s) is additive or deductive. If there is not effective cost change the Offeror shall insert the term "No Cost" meaning that the Alternate may be awarded, but there will be no cost impact to the work if accepted by the Owner. The Owner shall reserve the right to award Alternates in any order without regard to the listing on the Proposal Form. Alternates shall include all labor, material, equipment, overhead and profit. A Proposal may be deemed, at the sole discretion of the Owner, to be non-responsive and receive no further consideration if Alternate bid items are not bid.

**FORM OF PROPOSAL:** Proposals shall be submitted on the prescribed form, and all blanks on the proposal form shall be completed, in ink or type-written, with sums expressed in both words and figures (in case of discrepancy between the two, the amount written in words shall govern). All requested alternates shall be priced, and if no change in the base price is required, the phrase "No Change" shall be inserted into the appropriate location. Each copy of the proposal shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation, limited liability company, or other legal entity. Each copy of the proposal shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation or limited liability company shall name the state of incorporation or organization of the Offeror, and shall include reasonable evidence of the authority of the person signing the proposal to bind the corporation or limited liability Company.

Contractor shall refer to Weather Data Sheet for information related to how District addresses weather days, as defined in Attachment "O".

Offeror shall execute and deliver to Owner with its Proposal, each of the following:

- a. **Contractor's Qualification Statement (AIA Form A305):** Executed counterpart of the Contractor's Qualification Statement, a copy of which is attached to the Proposal Form as **Schedule 1**.
- b. **Subcontractors and Suppliers:** A list of the subcontractors and material suppliers which the Offeror proposes to use for the Work, in the form attached to the Proposal Form as **Schedule 2**. All spaces on the attached Schedule shall be completed. Each Offeror is advised that all persons, firm, corporations or other parties to whom the Offeror proposes to award a subcontract hereunder must be acceptable to the Owner. The Schedule described herein is in addition to, and not in limitation of, the requirements for submission and approval of subcontractors and suppliers contained in Article 5 of the General Conditions. The Owner may require evidence of a subcontractor's bondability if the subcontractor's contract exceeds \$100,000.00 in the aggregate.
- c. **Felony Conviction Notification:** Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as **Schedule 3**.



- d. **Hold Harmless Agreement:** Executed counterpart of the Hold Harmless Agreement, in the form attached to the Proposal Form as **Schedule 4**.
- e. **Financial Statements:** Current financial statements of the Offeror, as of the most recent calendar (or fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the Offeror to be true and correct, to be attached to the Proposal Form as **Schedule 5**.
- f. **Insurance and Bonding Certification:** A certification by the President or a Vice President of the Offeror, representing to Owner that the Offeror has the capability to satisfy the insurance and bonding requirements set out in the "Proposal Documents", in the form attached to the Proposal Form as **Schedule 6**.
- g. **Conflict of Interest Questionnaire:** Completed and executed Conflict of Interest Questionnaire, in the form attached to the Proposal Form as **Schedule 7**.
- h. **Proposal Security:** A certified check or proposal bond issued by surety authorized to issue surety bonds in the State of Texas in the amount equal to five percent (5%) of the Base Proposal, plus all additive alternatives, if applicable, to be attached to the Proposal Form.

**Items (a) – (h) above, as well as Exhibits A (Relevant Experience), B (Project Management Ability), and C (Past Performance), are required by the Owner to adequately evaluate the Offeror's qualifications. Failure of the Offeror to deliver any such items with its proposal shall constitute a basis for rejection of the proposal by the Owner.**

**Only one executed original and one copy of executed original of the Proposal Form, Schedule 2, and the Proposal Security need be submitted to Owner. All other Schedules (1, 3, 4, 5, 6 and 7) and Exhibits A (Relevant Experience), B (Project Management Ability), and C (Past Performance), shall be submitted in a binder with section dividers.**

**PROPOSAL SELECTION CRITERIA:** Award of the Contract resulting from this solicitation shall be under the selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this solicitation. The five (5) divisions of selection criteria ("Divisions") are as follows:

- (A) Relevant Experience
- (B) Project Management Ability
- (C) Past Performance
- (D) Subcontractor and Supplier Support Capability
- (E) Price Proposal

Each of the Divisions has been assigned an appropriate weight by the Owner, as set forth below. Following an analysis and evaluation of the proposals, ranking of the Offerors will be made based upon the selection criteria. In the event of a tie in the rankings, Owner

*shall break the tie based upon Owner's determination of which proposal will provide the best value to Owner. Subjective judgment on the part of the Owner is implicit in the criteria selection process. The selection process permits placing technical considerations above total price. Therefore, the Owner reserves the right to award to other than the lowest proposed price. Once the Offerors have been ranked, the Owner will begin contract negotiations with the first ranked Offeror. If the Owner is unable to come to terms with the first ranked Offeror, discussions will be terminated and the Owner will proceed to the next ranked Offeror and repeat the process until a contract agreement is reached or all proposals are rejected.*

*Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Offerors.*

*Within 45 days after the opening of the proposals, the Owner shall evaluate and rank sequentially each proposal submitted in relation to the selection criteria. In accordance with relevant statutory provisions, Owner reserves the right not to make the evaluations or rankings public until seven days after the Contract has been fully executed by the Owner and the selected contractor. There shall be no right to protest or appeal the rankings prior to the time that the Contract is executed; however, after the rankings are made public, the Owner shall receive any comments, in writing, from any Offeror not selected.*

*The proposal review committee may include, but is not be limited to, the Assistant Superintendent for Facilities and Operations, the Executive Director of Construction & Engineering, the Director of Facilities Construction and/or the Director of Engineering, the Director of Purchasing, and the Consultant team.*

*The Owner will evaluate the proposals submitted based upon the selection criteria more fully described below:*

**(A) RELEVANT EXPERIENCE – (10 Points) - Attach to the Proposal Form as Exhibit A**

1. *Experience as a general contractor under company's current legal name with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which an Offeror has as defined in Schedule 1.*

2. *Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, Consultant of record, cost of the project, scope, year of completion, and the Owner's contact person to include phone number. Consideration will only be given to projects which are occupied or substantially complete. Educational Facilities Projects may receive greater consideration.*

**(B) PROJECT MANAGEMENT ABILITY – (15 Points) - Attach to the Proposal Form as Exhibit B.**

1. *Organizational Structure:*

*The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services.*

- (a)&(b) *The Offeror **shall** include a discussion of its organizational structure, to include an organizational chart, and indicate the number and qualifications of key personnel, including the designation of a project manager and project superintendent. Resumes of the project manager and project superintendent (including a description of relevant experience in their current role/position) shall be included by the Offeror under Exhibit B.*

2. *Project Support*

- (a) *The Offeror **shall** include a discussion of the methods, tools, procedures, and additional resources (example: Project Executive, Safety Officer, Project Engineer, Project Administrator, etc.) used to schedule the work contemplated under this proposal and shall include the total number of calendar days that are required to complete the scope of the work. Time of completion of the contract is important to the Owner and will be a factor in the consideration of the award of the contract.*
- (b) *The Offeror shall include evidence of its ability to obtain the required bonds and insurance, and the ability to cover operating expenses. Such evidence includes pertinent bank, bonding company, and creditor references, with account numbers, points of contact, and telephone numbers.*
- (c) *Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas.*
- (d) *The Offeror shall be otherwise qualified and eligible to receive an award and perform the contractor's obligations in connection with the Project, under applicable laws and regulations.*
- (e) *The Offeror shall list additional project support available which would be utilized on this project to insure timely and quality completion.*

(C) **PAST PERFORMANCE – (15 Points) - Attach to the Proposal Form as Exhibit C.**

*The contractor shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance with other school districts and/or clients and addresses at a minimum items (I) through (vii) listed below. Past performance will be considered in the evaluation process, including but not limited to, the following:*

- (i) Ability of contractor to remain on schedule.*
- (ii) Cooperation with Owner(s), Owner's Representative, and Consultants.*
- (iii) Proper and timely coordination of all trades and support personnel in completing the project.*
- (iv) Consistent demonstration of commitment to excellence in workmanship.*
- (v) Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness.*
- (vi) Minimum number of major deficiencies on the substantial completion punch list.*
- (vii) Safety record.*

*If Offeror does not have previous construction experience with the Northside Independent School District, consideration will be given to references from other representative projects and/or Owners.*

**(D) SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY – (25 Points)**

*The Offeror shall submit a schedule of proposed subcontractors and suppliers for this Project as defined in Schedule 2. The Offeror should be capable of submitting resumes and references for each subcontractor listed, if requested by Owner.*

**(E) PRICE PROPOSALS – (35 Points)**

*The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents.*

*The Offeror submitting the lowest proposed amount shall receive the highest number of points in this category, and the Offeror submitting the highest proposed amount shall receive the lowest number of points awarded in this category.*

**MODIFICATIONS AND PROPOSAL WITHDRAWAL:** *A proposal may not be modified, withdrawn or canceled by an Offeror for a period of forty Five (45) days after the last date specified for receipt of proposals. Prior to the last date specified for receipt of proposals, a proposal may be modified or withdrawn by notice to the Owner's Director of Purchasing at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Offeror. Written confirmation executed by the Offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the receipt of proposals.*

**ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** *The Owner may request from Offeror a written interpretation of any term or statement in the proposal that*

*is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. Conditional proposals will not be accepted. The Owner shall have the right to reject all proposals, to reject a proposal not accompanied by the required security, to reject a proposal which is in any way incomplete, irregular or nonconforming, or to reject a proposal which may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any formality in any proposal.*

*Unless the Owner rejects all proposals, the Owner intends to award the Contract to the Offeror that offers the best value to the Owner based on the listed selection criteria. If the Owner is unable to reach a contract agreement with the selected Offeror, the Owner shall terminate further discussions and proceed to the next Offeror in the order of the selection ranking until a contract agreement is reached or all proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (i) the Offeror's execution and delivery of the Contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the award of its proposal, (ii) submission of notarized and completed House Bill Form 1295 in an original form and a copy, (refer to Attachment M – House Bill 1295 at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)) and (iii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the Contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the proposed award and thereafter negotiate with and award the Contract to the next ranked Offeror, or may reject all proposals. There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the Contract or Work being proposed, nor may the Offeror have any reasonable expectation of being awarded the Contract, unless and until the Contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Owner.*

*Each Offeror by submission of a proposal waives any claims it has or may have against the Owner, the Consultant, sub-consultants and their employees, and any trustees, officers, and employees of Owner, connected with or arising out of the proposal administration, proposal evaluation, proposal ranking, proposal recommendation, the award of the Contract, and the rejection of any proposals.*

**INSURANCE & PAYMENT & PERFORMANCE BONDS:** *The successful Offeror shall deliver to the Owner, within the time specified in the Proposal Documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the "Proposal Documents".*

**TRENCH EXCAVATION PROTECTION:** *Specific reference is hereby made to those certain sections, divisions, and parts of the Specifications which contain requirements for trench excavation protection with respect to the Work. Each Offeror should specifically note the fact that certain requirements with respect to such trench excavation protection must be satisfied prior to award of the Contract.*

**PREVAILING WAGE RATES:** *As set forth in the Contract Documents (refer to Appendix A), each Offeror is advised that, if awarded the Contract, the Offeror must comply with the requirements of V.T.C.A., Government Code §2258.001 et seq., with*

*respect to the Work, and in this regard shall pay to and cause all of its subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work, as ascertained by the Owner.*

## CONTRACTORS

		A	B	C	D	E	F	G	H	I
		a	b	c	d	e	f	g	h	i
A. Relevant Experience (10 Pts.)										
1	Experience									
a.	Less than 5 years	1								
b.	>5 to 8 years	2								
c.	>9 or more years	3								
2	Representative Projects (Substantially Complete)									
a.	0	0								
b.	1 to 3	2								
c.	4 to 6	4								
d.	7+	7								
TOTAL		0	0	0	0	0	0	0	0	0
B. Project Management Ability (15 Pts.)										
1	Organizational Structure									
a.	Project Super's Experience									
1	≤3 years and No Listing	0								
2	<3 years and 1 to 2 Projects	1								
3	>3 years and 3 to 5 projects	2								
4	>5 years	3								
5	≥8 years	4								
6	10-14 years	5								
7	≥15 years	6								
b.	Project Manager's Experience									
1	≤3 years and No Listing	0								
2	<3 years and 1 to 2 Projects	1								
3	>3 years and 3 to 5 projects	2								
4	>5 years	3								
5	≥8 years	4								
6	10-14 years	5								
7	≥15 years	6								
2	Project Support	3								
TOTAL		0	0	0	0	0	0	0	0	0
C. Past Performance (15 Pts.)										
1	Timely Completion	3								
	Cooperation with Owner(s), Owner's Representative, and Consultants	3								
2	Coordination of Trades	3								
3	Quality of Workmanship	2								
4	Warranty Responsiveness	2								
5	Punch List Length & Completion	1								
6	Safety Record	1								
TOTAL		0	0	0	0	0	0	0	0	0
D. Subcontractors & Suppliers (25 Pts.)										
1	List of Subs & Suppliers									
a.	Concrete	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b.	Site Utilities	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c.	Shade Structure Installer	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d.	Shade Structure Installer	5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e.	Shade Structure Manufacturer	5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f.	Shade Structure Manufacturer	5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. Price Proposal-Based on Total Bid (35 Pts.)										
1	Lowest Proposal	35								
2	>0 to 5% above low bid	32 to 34								
3	>5 to 10% above low bid	29 to 31								
4	>10 to 15% above low bid	26 to 28								
5	>15 to 20% above low bid	23 to 25								
6	>20% above low bid	0 to 22								
TOTAL		0	0	0	0	0	0	0	0	0
SUBTOTAL (A,B,D & E)		0	0	0	0	0	0	0	0	0
(WITHOUT C. Past Performance)										
GRAND TOTAL		0	0	0	0	0	0	0	0	0

**PROPOSAL FORM**  
**(Competitive Sealed Proposal)**

PROPOSAL OF:

---

(Name of Offeror)

TO: Director of Purchasing

FOR: Playground Shade Structures at Various Elementary Schools

PROPOSAL # 2021-060

Attention Owner:

The Offeror named herein (hereinafter called "Offeror"), in compliance with the Invitation to Offerors and Instructions to Offerors for the Playground Shade Structures at Various Elementary Schools ("Project") for the Northside Independent School District, San Antonio, Texas ("Owner"), having inspected the Project site and carefully examined the Project Drawings, Specifications, Addenda Nos. \_\_\_\_\_, and all other Contract Documents (as such term is defined in the Instructions to Offerors), hereby offers to enter into a contract to furnish all labor, materials, tools, equipment, transportation, machinery, supplies, insurance, permits, (per owners special conditions chapter 3, section 3.2) taxes and services necessary to complete the Work in accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of offer as set forth herein and in the Invitation to Offerors and the Instructions to Offerors. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offerors failure to familiarize itself with the Contract Documents or any condition at the Project site, which might affect the Work, will not be allowed.

Base Proposal: The Offeror agrees to execute all of the Work described in the Drawings, Specifications and other Contract Documents, including allowances, for the sum of \_\_\_\_\_ and \_\_\_\_/100 DOLLARS (\$\_\_\_\_\_). In case of a difference between written words and numbers in this Proposal Form, the amount stated in written words shall govern. This sum includes a contingency and allowance of \$45,000.00.

**1. Unit Prices:** The Offeror agrees that the Base Proposal may be adjusted by the amounts indicated below for each unit price:

1. Unit cost per FIVE (5) linear foot (LF) to remove existing 4" perforated PVC storm drain pipe and replace with new, per detail No. 4, Sheet C2.0.

\_\_\_\_\_ and \_\_\_\_/100 DOLLARS (\$\_\_\_\_\_)

2. Unit cost per TEN (10) cubic yards (cu. yds.) of Engineered Wood Fiber delivered and installed. Reference Specifications.

\_\_\_\_\_ and \_\_\_\_/100 DOLLARS (\$\_\_\_\_\_)



**2. Time for Completion:** If awarded the Contract, the Offeror agrees to commence the Work within 10 days after Notice to Proceed is given by the Owner, and assuming such notice of award is given on or before April 28, 2021, to achieve Substantial Completion of the Work on or before October 12, 2021.

**3. Completion Date Alternate:** In the event the Offeror elects to provide a completion date / contract time earlier than the Base Proposal requirement, the Completion Date Alternate below should be completed in full. If no alternate date is provided by the Offeror, the Completion Date Alternate may be left blank. The Owner reserves the right to accept or reject any alternate in the order of the Owner's own choosing.

The Offeror agrees to achieve Substantial Completion of the work on or before \_\_\_\_\_, (\_\_\_\_\_) consecutive calendar days to Substantially Complete the work from a notice of award given no later than \_\_\_\_\_.

**5. Proposal Security:** Proposal security in the form of a certified check or proposal bond in the amount of five percent (5%) of the Base Proposal, plus all additive alternates, if applicable, is attached hereto, as a guaranty that the Offeror will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the Work. NOTE: Please see the following link for information on Owner's Proposal Security Requirements: <https://nisd.net/sites/default/files/pdf/business/purchasing/bonds.pdf>

**6. Contractor's Personnel:** The Offeror agrees to employ the following individuals for the entire duration of the Work, as noted in A201 Article 3, at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

**7. Representations:** By execution and submission of this Proposal, the Offeror hereby covenants, represents and warrants to Owner as follows:

(a) The Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work for the Project.

(b) The Offeror has read and understands the "Proposal Documents", including the Contract Documents, and this Proposal is made in accordance with the "Proposal Documents".

(c) The Offeror has carefully inspected the Project site, and that from the Offerors own investigation, the Offeror has satisfied itself as to the nature and location of the Work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offerors site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

(d) To the fullest extent permitted by applicable law, the Offeror hereby waives any and all claims it has or may hereafter have against the Owner, the Consultant, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, sub-consultants and employees arising out of or in connection with, or related to (i) the administration, evaluation, ranking, or recommendation of any proposals; (ii) any requirements under the "Proposal Documents" or the Contract Documents; (iii) acceptance or rejection of any proposals; and (iv) the award of the Contract. The Offeror knows and understands that the Offeror, by this waiver, is relinquishing current and future rights, benefits and advantages, and the Offeror hereby does so voluntarily and intentionally.

**8. Attached Schedules and Selection Criteria Exhibits:** The following Schedules and Exhibits are attached to this Proposal Form, and by this reference are expressly incorporated herein:

Schedule 1 - Contractor's Qualification Statement (AIA Form A305)

Schedule 2 - Proposed Subcontractors and Suppliers

Schedule 3 - Felony Conviction Notification

Schedule 4 - Hold Harmless Agreement

Schedule 5 - Financial Statements

Schedule 6 - Insurance and Bonding Certification

Schedule 7 - Conflict of Interest Questionnaire

Exhibit A - Relevant Experience

Exhibit B - Project Management Ability

Exhibit C - Past Performance

**OFFEROR**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature with Blue Ink required: Original Proposal Form required for consideration. Copies will not be accepted.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**

**CONTRACTOR'S QUALIFICATION STATEMENT (AIA FORM A305)**



# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

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

### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
Organization's Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

### NOTARY

State of:

County of:

Signed and sworn to before me this      day of

\_\_\_\_\_  
Notary Signature

My commission expires:

# A305- 1986 Contractor's Qualification Statement

Contract Administration & Project Management Forms   A Series   [Share](#)

**This document has been replaced with an [updated version](#) and will be retired on April 30, 2022**

An owner preparing to request bids or to award a contract for a construction project often requires a means of verifying the background, references, and financial stability of any contractor being considered. These factors, along with the time frame for construction, are important for an owner to investigate. Using AIA Document A305™-1986, the contractor may provide a sworn, notarized statement and appropriate attachments to elaborate on important aspects of the contractor's qualifications.

## **When to use**

- Questionnaire to provide information about a contractor's background
- To be filled out by the contractor



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## *Contractor's Qualification Statement*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: *(If applicable)*

TYPE OF WORK: *(File a separate form for each Classification of Work.)*

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

### § 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2.0 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## § 3.0 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

### § 3.2 Claims and Suits

*(If the answer to any of the questions below is yes, attach details.)*

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

*(If the answer is yes, attach details.)*

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

§ 3.4.1 State total worth of work in progress and under contract:



§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

## § 4.0 REFERENCES

§ 4.1 Trade references:

§ 4.2 Bank references:

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

## § 5.0 FINANCING

§ 5.1 Financial Statement

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

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).





# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by  
and dated the       day of       in the year  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

### § A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

### § A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

### § A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

#### § A.4 REFERENCES

§ A.4.1 Identify three client references:

*(Insert name, organization, and contact information)*

§ A.4.2 Identify three architect references:

*(Insert name, organization, and contact information)*

§ A.4.3 Identify one bank reference:

*(Insert name, organization, and contact information)*

§ A.4.4 Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*

Sample



# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by  
and dated the       day of       in the year  
(In words, indicate day, month and year.)

### § B.1 FINANCIAL

#### § B.1.1 Federal tax identification number:

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

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?
- .2 been terminated for any reason except for an owners' convenience?
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

- .4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

*(If the answer to any of the questions below is yes, provide an explanation.)*

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?

Sample



# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020 Exhibit C

## *Project Specific Information*

This Exhibit is part of the Contractor's Qualification Statement, submitted by  
and dated the       day of       in the year  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

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

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the  
Project.)

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as  
constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common  
ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that  
pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and  
indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4)  
projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.



§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

## § C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.3? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

Sample



# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



# AIA<sup>®</sup> Document A305<sup>™</sup> – 2020 Exhibit E

## Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

**SCHEDULE 2**  
**PROPOSED SUBCONTRACTORS AND SUPPLIERS**

**Proposed Subcontractors:** Subject to approval by the Owner and Consultant, the Bidder agrees to employ the following named Subcontractors for the following trades (insert only one [1] name for each item of work, place of business, business address, and phone number, or if the item of work is not to be subcontracted, the Bidder shall insert the Bidder's own name; insertion of more than one name will result in a deduction of points or disqualification during the evaluation and ranking process. If a Contractor is using only one Shade Structure Installer and/or Manufacturer, the Contractor needs to put the single Installer/Manufacturer on both lines):

<u>ITEM OF WORK</u>	<u>PROPOSED SUBCONTRACTOR</u>	<u>PLACE OF BUSINESS</u>	<u>ADDRESS &amp; TELEPHONE</u>
Concrete	_____		
Site Utilities	_____		
Shade Structure Installer	_____		
Shade Structure Installer	_____		
Shade Structure Manufacturer	_____		
Shade Structure Manufacturer	_____		

**State of Texas Legislative Education Code, 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.”**

## SUSPENSION OR DEBARMENT CERTIFICATE

**SCHEDULE 4  
HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, Northside Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for Playground Shade Structures for Various Elementary Schools (Project) designated as Project No. 2021-060 except to the extent caused by the negligence of Northside Independent School District.

The Contractor shall also defend, indemnify and hold harmless, Northside Independent school District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Northside Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR:

-----

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS     §  
                                      §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

## SCHEDULE 5

### FINANCIAL STATEMENT

***[ Include Current Financial Statements of Offeror ]***



**SCHEDULE 6**

**INSURANCE AND BONDING CERTIFICATION**

The undersigned, being the President or a Vice President of the Offeror, hereby certifies that the Offeror shall be able to procure and provide to Owner, within the time specified in the Proposal Documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Proposal Documents.

The undersigned shall reimburse Owner for all damages, costs, and expenses (including reasonable attorneys' fees) which are incurred by Owner and which are related in any way to the falsity of any part of the certification set out herein.

Dated and Effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position (President or Vice President)

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public State of Texas

My Commission Expires:\_\_\_\_\_

***SCHEDULE 7***

***ALERT TO VENDORS***

***CONFLICT OF INTEREST QUESTIONNAIRE***

On May 30, 2015, the Texas Senate passed House Bill No. 23, amending Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on September 1, 2015. This includes School Districts.

Failure to abide by these new statutory requirements can result in possible criminal penalties.

Northside Independent School District is requiring you to complete the attached CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

Northside Independent School District will not provide any further interpretation or information regarding these new requirements.

Please complete the attached CONFLICT OF INTEREST QUESTIONNAIRE and return it to:

Northside Independent School District  
Director of Purchasing  
607 Richland Hills Drive #700  
San Antonio, Texas 78245

# 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

## **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.

# **COMPETITIVE SEALED PROPOSALS PROPOSAL CHECKLIST**

Name of Offeror/Contractor: \_\_\_\_\_

Project Name: Playground Shade Structures at Various Elementary Schools

NISD Bid No. 2021-060

Date: \_\_\_\_\_

## **PROPOSAL SUBMISSION DOCUMENTS**

Quantity Required – 1 ORIGINAL AND 1 COPY

- ☐ Proposal Form
- ☐ Bid Security – Bid Bond
- ☐ Schedule 2 – Proposed Subcontractor and Suppliers

## **SCHEDULES**

Quantity Required – 2 COPIES (unless otherwise noted)

- ☐ Schedule 1 - Contractor's Qualification Statement (AIA Form A305)
- ☐ Schedule 2 – Proposed Subcontractor and Suppliers (1 Submitted with Proposal Documents)
- ☐ Schedule 3 - Felony Conviction Notification
- ☐ Schedule 4 - Hold Harmless Agreement
- ☐ Schedule 5 – Financial Statements
- ☐ Schedule 6 – Bonding and Insurance Certification
- ☐ Schedule 7 – Conflict of Interest Questionnaire

## **SELECTION CRITERIA**

Quantity Required – 2 COPIES

- ☐ Exhibit A – Relevant Experience
- ☐ Exhibit B – Project Management Ability
- ☐ Exhibit C – Past Performance

## **PROPOSAL FORMAT**

1. The PROPOSAL SUBMISSION DOCUMENTS (all originals) should be submitted in a separate sealed envelope.
2. The SELECTION CRITERIA information and the SCHEDULES should be submitted in a binder with section dividers (tabs) labeled accordingly; Exhibit A, Exhibit B, Exhibit C, Schedules 1, 3, 4, 5, 6, & 7.

**APPENDIX A  
MINIMUM WAGE RATE DETERMINATION  
FOR NORTHSIDE INDEPENDENT SCHOOL DISTRICT SCHOOL FACILITIES  
CONSTRUCTION BY CONTRACT**

November, 2004

Pursuant to the requirements of law and in compliance with Government Code, §2258.001 et seq., the following wage determination is issued as required by law applicable to the work described. This wage determination shall be made a part of the contract for the work for which it is issued. The wage rates contained in the determination, including modifications, if any, shall be the minimum to be paid by contractors and subcontractors to each worker employed by it in the execution of the work.

The contractor shall comply with all the requirements of Government Code §2258.001 et seq.

When the contractor or subcontractor proposes to utilize a particular class of laborers or workmen not listed in the wage determination, such workman or laborer shall be classified or reclassified conformable to the wage determination and a report made in writing of such action to the Owner. When the interested parties are unable to agree on the classification or reclassification of workmen, the question with recommendations of the parties shall be submitted to the Owner for determination. The decision of the authorized representative of the Owner shall be furnished the parties and shall be binding and final.

The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents.

LOCATION OF PROJECT: Northside Independent School District  
San Antonio, Bexar County, Texas

**BUILDING CONSTRUCTION** includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, the installation of utilities, machinery and equipment, both above and below grade level, as well as incidental grading and paving.

## MINIMUM HOURLY WAGE RATE

### BUILDING CONSTRUCTION

November, 2004

Air Conditioning Mechanic	\$22.96
Air Conditioning Mechanic Helper	\$ 8.82
Air Conditioning Serviceman	\$21.86
Air Conditioning Serviceman Helper	\$10.10
Bricklayer/Stone Mason	\$18.16
Carpenter, Form	\$12.02
Carpenter, Trim and Finish	\$14.92
Concrete Finisher	\$12.47
Drywall Installer	\$14.38
Electrician	\$18.93
Electronic Technician	\$14.45
Floor Layer, Resilient	\$12.00
Glazier	\$10.88
Ironworker, Reinforcing	\$10.19
Ironworker, Structural	\$12.50
Ironworker, Structural Helper	\$11.06
Laborer, Skilled	\$ 9.94
Laborer, Unskilled	\$ 8.10
Operator, Crane	\$15.90
Operator, Forklift	\$12.50
Painter	\$10.00
Pipefitter	\$23.10
Pipefitter, Helper	\$ 9.45
Plumber	\$23.93
Plumber Helper	\$ 9.65
Roofer	\$ 9.95
Roofer, Helper	\$ 9.01
Sheet Metal Worker, Roofing	\$13.92
Sheet Metal Worker, Roofing Helper	\$ 9.46
Sheet Metal Worker, Ductwork	\$20.87
Sheet Metal Worker, Ductwork Helper	\$ 7.99
Sprinkler System Installer (Fitter)	\$18.70
Tile Installer, Ceramic	\$12.15
Waterproofer Installer	\$10.92
Welder, Certified Pipe	\$24.14
Welder, Structural	\$13.68

### SITEWORK, PAVING, AND UTILITY CONSTRUCTION

Carpenter, Rough	\$14.90
Laborer, Common	\$ 9.93
Laborer, Utility	\$ 9.50
Operator, Crane	\$11.50
Operator, Front-end-Loader (<2.5c.y.)	\$11.08
Operator, Motor Grader (Fine)	\$14.63
Pipelay	\$ 9.30
Steelworker, Structural	\$13.11
Truck Driver, Single Axle, Light	\$10.51
Truck Driver, Tandem Axle or Semi	\$11.78

Any worker employed on this project shall be paid at the rate of one and a half (1-1/2) times the regular rate for every hour worked in excess of forth (40) hours per week.

**Addendum**  
**Clarifying that 2007 Edition of**  
**AIA Document A201, General Conditions of the**  
**Contract for Construction Will Be Used For All Purposes With Standard**  
**Form of Agreement Between Owner and Contractor**  
**Playground Shade Structures at Various Elementary Schools**

Owner and Contractor mutually acknowledge that notwithstanding any references contained in the Agreement to the 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction (the "2007 General Conditions"), it is the express mutual intention of the parties that the 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction (the "2007 General Conditions") will be used for all purposes with respect to the Agreement. In this connection, the Architect shall have the right to make reasonable interpretations and/or determinations as to an appropriate corresponding section number reference in the 2007 General Conditions which will control whenever it is readily apparent that a specific reference has been made in the Agreement to a section in the 1997 General Conditions which has been renumbered or otherwise replaced with a different section in the 2007 General Conditions.

**OWNER:**

**NORTHSIDE INDEPENDENT SCHOOL DISTRICT**

**By: \_\_\_\_\_**

**Name: Leroy San Miguel**  
**Title: Assistant Superintendent for**  
**Facilities & Operations**

**CONTRACTOR:**

**By: \_\_\_\_\_**

**Name:**  
**Title:**



## **SECTION 00700 – GENERAL CONDITIONS**

### **PART 1 – GENERAL**

American Institute of Architects, Document A-201, General Conditions of the Contract for Construction, 2007 Edition, (“General Conditions”), is hereby incorporated (in its entirety) and made a part of this Contract. Original document provided by the architect.

### **PART 2 – NOT USED**

### **PART 3 – NOT USED**

END OF SECTION



# AIA® Document A201® – 2007

## *General Conditions of the Contract for Construction*

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

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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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), 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 bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding 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.

#### § 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.

#### § 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 and certify termination of the Agreement under Section 14.2.2.

### § 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.

§ 1.2.2 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.

### § 1.3 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### § 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## 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. The Owner shall designate in writing a representative who shall have express 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. 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.

### § 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

### § 2.3 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.

### § 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to 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.

## 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 obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 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 make 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 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.

### § 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall 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 loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 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.

### § 3.4 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 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 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.



### § 3.5 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, 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.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 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.

§ 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 21 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, performance of any part of the Work, will recommend an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

### § 3.8 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, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 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 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 binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 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.

### § 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 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 the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By 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 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.



### § 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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 Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 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.

§ 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.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 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.

§ 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 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

## § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect 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 progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the 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, 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.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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.

§ 4.2.9 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the 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 subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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.

§ 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 such 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.

## 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 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 other separate contractors and the Owner in reviewing their construction schedules. 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 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## § 6.2 Mutual 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, 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.

### § 7.3 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 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;
- .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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### 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.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that 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.

§ 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.

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

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.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

### § 9.3 Applications for Payment

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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 that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall 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 equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that 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, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors 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 may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as



may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 Progress Payments

§ 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.

§ 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. 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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' written 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 shut-down, 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.

§ 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.

§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

## **§ 9.9 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 as required under Section 11.3.1.5 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 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 and, when the Architect 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 on the basis of the Architect'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 found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 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 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 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.

§ 9.10.4 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

## 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.

### § 10.2 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not 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, written notice of such 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.

#### § 10.3 Hazardous Materials

§ 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, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

#### § 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 Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall

be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 Owner's Liability Insurance

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

#### § 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

### § 11.3.7 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

### 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 Correction of Work

##### § 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 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 such 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 such assignment.

### § 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 Rights and Remedies

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

### § 13.5 Tests and Inspections

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

#### § 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

### 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

### § 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and 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.

## § 14.3 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## 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, 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.

#### § 15.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written 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 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 Continuing Contract Performance

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 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.

#### § 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The 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 such 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 therefor; 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.

§ 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their 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 proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by 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.

§ 15.3.3 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

§ 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. 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.

§ 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## **NORTHSIDE INDEPENDENT SCHOOL DISTRICT**

### **SUPPLEMENTARY CONDITIONS**

The following Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201-2007 ("General Conditions"). Where any article, paragraph, subparagraph or clause of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

#### **GENERAL PROVISIONS** (Article 1):

##### **1.1.1 Add the following to the end of the Subparagraph:**

The Owner's Special Conditions and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor (to the extent such Bid or Proposal submitted by the Contractor is not inconsistent with other portions of the Contract Documents) shall be a part of the Contract Documents. Any reference in the Specifications to codes, standard specifications, or manufacturer's instructions shall mean the latest printed edition of each in effect on the date that Contractor last submitted its bid or proposal for the Work, unless the date of the item is specifically noted.

##### **1.1.2 Add the following to the end of the Subparagraph:**

The Contract Documents and applicable Texas law comprise the entire agreement between the Owner and the Contractor and there are no conversations, understandings, agreements, conditions or representations, express or implied, with reference to the subject matter hereof that are not merged herein or superseded hereby. The Contract Documents may be amended only in a writing executed by duly authorized representatives of both the Owner and the Contractor.

##### **1.1.3 Add the following to the end of the first sentence:**

" . . . , including the transportation of materials and supplies to or from the site, competent supervision of the Work and the provision of insurance and payment and performance bonds in accordance with the Contract Documents."

##### **1.1.3.1 The term "provide" shall mean to furnish, install and complete, in place and ready for operation and use.**

The “Initial Decision Maker” wherever referenced throughout the General Conditions, shall be hereby referenced as the Owner or Owner’s designated representative.

1.1.5.1 Add the following new Subparagraph:

Any discrepancy or conflict within or between the Drawings and Specifications shall be brought to the attention of the Consultant. Notwithstanding Subparagraph 1.2.1, discrepancies or conflicts not brought to Consultant’s attention and clarified during the bidding of the Project will be deemed to have been bid or proposed in the more costly or difficult manner, and the better quality or greater quantity of the Work shall be provided by the Contractor in accordance with Consultant’s interpretation.

1.2.3.1 Add the following new Subparagraph:

Subject to the terms of Subparagraph 1.1.5.1, in the event of conflicts or discrepancies among the Contract Documents, the following Contract Documents will be given the following priorities in resolving such conflicts or discrepancies:

- (1) The Agreement between Owner and Contractor (the “Contract”)
- (2) Addenda (with those of later date having precedence over those of earlier date)
- (3) Supplementary Conditions
- (4) Owner’s Special Conditions
- (5) Specifications
- (6) Drawings
- (7) General Conditions
- (8) Bid or Proposal Documents, including the Contractor’s Bid or Proposal Form (to the extent such Bid or Proposal submitted by the Contractor is not inconsistent with other portions of the Contract Documents)

OWNER (Article 2):

2.1.2 Subparagraph 2.1.2 is hereby deleted in its entirety.



2.2.1 Change current wording as follows:

Subparagraph 2.2.1 is hereby modified in its entirety to read as follows:

Prior to commencement of the Work the Contractor may request in writing that the Owner provide reasonable evidence that the Owner had made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall provide a form acceptable to the Owner for the Owner to execute representing that the funds to fulfill the financial contractual obligation have been secured.

2.2.3 Subparagraph 2.2.3 is hereby modified in its entirety to read as follows:

The Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, but the Owner shall have no duty to do so. The Contractor shall be responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the site of the Project. In the event that the Contractor damages any utilities during construction, the Contractor, at its cost, shall immediately repair the same.

2.2.5 Change the Subparagraph to read as follows:

At the time of award of the Contract, the Contractor will be furnished, free of charge, up to thirty (30) complete sets of Drawings and Project Manuals. Additional sets of the Drawings or Project Manuals will be furnished to the Contractor at the request and expense of the Contractor, to be paid by the Contractor at the time such Drawings or Project Manuals are provided to the Contractor.

CONTRACTOR (Article 3):

3.1.1 Add the following to the end of the Subparagraph:

The Contractor shall at all times be an independent contractor, not an employee or agent of the Owner, and the relationship of the parties hereunder shall in no event be construed as constituting any other relationship.

3.3.1 The last sentence of Subparagraph 3.3.1 is hereby deleted.

3.3.1.1 On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures. Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

3.3.2 The following is hereby added to Subparagraph 3.3.2:

The Contractor shall ensure that the Project site is alcohol-free, drug-free, tobacco-free, weapon-free, and sexual-harassment free. In addition, the Contractor shall ensure that no person working under the Contractor or any of its subcontractors has been convicted of a felony or any crime involving moral turpitude. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors and students while on Owner's property.

3.3.4 Add a new Subparagraph as follows:

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

3.4.2.1 Add a new Subparagraph as follows:

Within thirty (30) days after the Contract has been executed, the Owner and the Consultant will consider any formal request made by the Contractor for the substitution of products in place of those specified in the Contract Documents only if the Instructions to Bidders and/or Offerors for the project specifically permits the submission by Contractor

of requests for substitutions.

If a request for substitution by Contractor is permitted, the Owner and the Consultant may accept or reject any such request in their sole discretion. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

By making requests for substitutions pursuant to this Subparagraph 3.4.2.1, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified;
- .3 Certifies that the cost breakdown presented with the request is complete and includes all related costs, except for the Consultant's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- .4 Agrees to coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 Agrees to reimburse Owner and Consultant for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

Any request for substitution will include complete data substantiating compliance of the proposed substitution with the Contract Documents, together with a detailed breakdown of the cost of the project bid and the cost of the suggested substitution, which will include the cost of labor and materials and Contractor's overhead and profit allocable thereto. Each request for substitution shall be submitted to the Consultant with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence. The Consultant shall notify the Contractor in writing of its decision to accept or reject any request for substitution submitted by Contractor in accordance with this subparagraph 3.4.2.1.

3.5.1 Add the following at the end of the Subparagraph:

Neither the Owner's or Consultant's inspection nor failure to inspect shall relieve the Contractor of any obligation hereunder. If any Work fails to conform to the Contract Documents, the Contractor shall promptly replace and remedy the same at the Contractor's expense. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law.

3.6.2 Add a new Subparagraph as follows:

The Owner, as a tax-exempt organization, is not required to pay state sales tax. The materials to be used in the Work will be exempt from the limited sales, excise and use tax imposed by the Texas Tax Code. The Contractor shall obtain an exemption certificate evidencing exemption from such taxes from the local office of the State Comptroller of Public Accounts.

3.7.2 Delete the Subparagraph and replace with the following:

In performing its obligations hereunder, the Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the Owner of such compliance. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from, arising out of, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees.

The Contractor shall be responsible for compliance with all required provisions of Senate Bill 9 (81<sup>st</sup> Texas Legislative Session) at no additional cost to the Owner. Senate Bill 9 requires finger printing, background checks and registration through the Texas Department of Public Safety (DPS) of all employees of the Contractor, Subcontractors, and material and/or any other type suppliers who may enter any site where Northside ISD students are attending classes or are on the site for any purpose. The Contractor shall maintain all records of such finger printing and background checks through the DPS and make such available to the Owner within seventy-two (72) hours of request by the Owner. No person shall be permitted to work at any site where Northside ISD students are present until such time as finger printing and background checks have been completed. No additional compensation shall be provided by the Owner to the Contractor for any part of this requirement.

Without limiting the generality of the foregoing, the Contractor shall comply with all requirements of Chapter 2258 of the Texas Government Code, Prevailing Wage Rates, and the rules and regulations promulgated thereunder. The Contractor shall pay and cause all of its Subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work in the locality of the Work for each type of workman needed to execute the Work. The Owner has ascertained such general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work in the locality of the Work for each type of workman needed to execute the Work, and has set forth the same in the Contract Documents. The Contractor shall keep or cause to be kept, and shall cause each of its Subcontractors to keep or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed in connection with the Project, and showing also the actual per diem wages paid to each of such workers, which records shall be open at all reasonable hours to the inspection of the Owner, its officers or agents. The Contractor shall cause each of its Subcontractors to submit to the Contractor, with each request for payment, certified copies of such records. At the request of the Owner, the Contractor will provide the Owner with certified copies of its records of per diem wage paid to its employees, together with copies of its Subcontractor's records. The Contractor shall forfeit to the Owner the statutory penalty provided for each laborer, workman or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the stipulated prevailing rates for any Work performed by the Contractor or any Subcontractor. In addition, the Contractor shall be responsible to pay the Owner, upon Owner's written demand, the sum of \$60.00 per diem for each day during which a violation of this paragraph occurs.

- 3.7. Claims for Concealed or Unknown Conditions. Contractor acknowledges that there may exist at the project site certain soil and geological conditions and/or subsurface physical, structures, equipment, utilities, and/or other conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and subsurface structures, equipment, utilities, or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for

inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions.

Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are (1) concealed physical conditions which, in the opinion of the Consultant, differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which, in the opinion of the Consultant, 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, then notice by the Contractor or Owner, as applicable, shall be given to the other promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Consultant 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 Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Consultant for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

#### 3.9.2 Change as follows:

The first sentence of the Subparagraph is deleted and replaced with the following:

Contractor shall provide adequate supervision at the jobsite at all times. The Consultant and Owner shall determine adequacy of supervision. At least on full-time job superintendent shall be provided. The job superintendent shall be approved by the Owner and Consultant as follows, and will be replaced by the Contractor upon request by the Owner.

3.12.7 Add the following:

The Contractor shall proceed at its own risk by performing any Work for which the Contract Documents require submittal review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant.

3.13.1 Add the following at the end of the Subparagraph:

The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

3.18.1 Delete the Subparagraph and replace with the following:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, CONSULTANT, THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ALL SUITS, DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND COURT COSTS) CAUSED BY, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK OR COMPLIANCE (OR FAILURE TO COMPLY) WITH THE TERMS OF THIS AGREEMENT, EVEN THOUGH SUCH LOSS, COST, DAMAGE INJURY, CLAIM, DEMAND, SUIT OR EXPENSE MAY BE ATTRIBUTABLE TO THE JOINT, CONCURRENT, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE OF ANY PARTY INDEMNIFIED HEREBY (BUT NOT THE SOLE NEGLIGENCE OF ANY SUCH PARTY). THE LIABILITY OF THE CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS HEREUNDER SHALL NOT BE LIMITED TO ANY MINIMUM INSURANCE LIMITS SET FORTH IN THE CONTRACT DOCUMENTS. THE OWNER MAY, AT ITS OPTION, PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM OR SUIT WITHOUT RELIEVING THE CONTRACTOR OF ANY OBLIGATION HEREUNDER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH. INDEMNIFICATION HEREUNDER SHALL INCLUDE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIABILITY WHICH ARISES OR COULD ARISE PURSUANT TO THE PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED (29 U.S.C. SECTION 652 ET SEQ.), AND ALL OTHER LAWS, RULES AND REGULATIONS FOR THE PROTECTION, SAFETY AND HEALTH OF WORKMEN, IT BEING

AGREED THAT, AS BETWEEN THE OWNER AND THE CONTRACTOR, THE CONTRACTOR IS PRIMARILY LIABLE FOR COMPLIANCE WITH SAID STATUTES.

The Contractor represents that it possesses the skills required for the Work, assumes the responsibilities of an employer for performance of the Work, and acts as an employer of one or more employees by paying wages, directing activities, and performing other similar functions. The Contractor is an independent contractor, free to determine the manner in which the Work is performed. The employees of the Contractor are not employees of the Owner, and the Owner shall have no responsibility to maintain Workers' Compensation Insurance for the employees of the Contractor, the Contractor having sole responsibility therefor. The Contractor agrees, at the request of the Owner, to execute a written agreement in the form promulgated by the Texas Department of Insurance - Division of Workers' Compensation, stating that the Contractor is an independent contractor, not an employee of the Owner, and that neither the Contractor nor its employees are entitled to Workers' Compensation coverage from the Owner.

4.2.1 Add the following:

The Consultant will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until the date the Consultant issues the final Certificate for Payment and (3) from time-to-time during the one-year period for correction of Work (warranty period) described in Section 12.2 The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

ADMINISTRATION OF THE CONTRACT (Article 4):

4.2.6 Add the following at the end of the Subparagraph:

Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

4.2.7 Delete the Subparagraph and replace with the following:

The Consultant will review and comment 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 the design concept expressed in the Contract Documents.



The Consultant's action will be taken with reasonable promptness as to cause no delay in the Work or in the activities of the Owner or separate contractors, while allowing sufficient time in the Consultant'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, or for coordination of the various trades, or for compliance with schedules, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of its obligations under Paragraphs 3.3, 3.5 and 3.12. The Consultant's review shall not constitute consideration or approval of safety precautions or, unless otherwise stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If, on occasion, the Consultant reviewed and/or commented upon items or subjects which are the responsibility of the Contractor, such action shall be interpreted as voluntary assistance by the Consultant, and shall not create a duty or obligation upon the Consultant to provide similar review and comment on other items or subjects.

4.2.11 Delete the Subparagraph and replace with the following:

The Consultant will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made in writing within five (5) business days after request therefor, unless the Consultant advises the Contractor and the Owner, within such five (5) day period, that additional time will be required.

SUBCONTRACTORS (Article 5):

5.2.4 Subparagraph 5.2.4 is hereby deleted in its entirety, and replaced with the following:

The Contractor shall notify the Owner prior to changing any subcontractor, person, or entity previously selected to perform Work on the Project or to supply materials to the Project, and the provisions of Subparagraph 5.2.1 shall apply to the proposed replacement.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS (Article 6):

6.2.3 Subparagraph 6.2.3 is hereby deleted in its entirety, and is hereby replaced with the following:

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible for the same.

CHANGES IN THE WORK (Article 7):

7.1.4 A new Subparagraph 7.1.4 is added to provide as follows:

Contractor must respond to each Proposal Request within 10 working days after receiving the same. If the Owner does not receive a Proposal or other written response to the Proposal Request within such timeframe, then the Contractor shall provide the services described in the Proposal Request at no additional charge to the Owner.

7.2.2 A new Subparagraph 7.2.3 is added, to provide as follows:

Requests for a Change Order from the Contractor due to the discovery by the Contractor of an unexpected or unforeseeable condition at the Project site must be submitted to the Owner and the Consultant within 21 calendar days after the discovery by the Contractor of such condition. If the Owner and Consultant are not so notified within such 21 calendar days time frame, then the Contractor shall be responsible for any additional construction costs associated with the unexpected or unforeseeable condition at the Project Site.

7.3.5 The word “promptly” in Subparagraph 7.3.4 is hereby replaced with the word “immediately.” Any adjustment in the Contract Sum related to a Construction Change Directive shall not exceed the Contractor’s last estimate of such increase.

7.3.7 Delete the word “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”, and substitute the phrase “an allowance for overhead and profit as set forth in Subparagraph 7.3.11.

7.3.11 Add the following as a new Subparagraph 7.3.10:

In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- .1 For the Contractor, for Work performed by the Contractor’s own forces, fifteen percent (15%) of the cost (but zero percent (0%) for change orders to be paid out of any contingency allowance).

- .2 For the Contractor, for the Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- .4 The costs to which the above percentages shall be applied will be determined in accordance with Subparagraph 7.3.6.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials, extended and totaled.

The Contractor is entitled to no allowance for combined overhead and profit for Change Orders to be paid out of a contingency allowance.

7.3.12 Add the following as a new Subparagraph:

When Change Orders are indicated to be paid from a contingency allowance, if any, identified in the Contract Documents, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the contingency allowance.

TIME (Article 8):

- 8.2.1 The Date of Commencement of Work shall not be before the Notice to Proceed is issued. Contractor shall not be entitled to any delay days for any period between the Contractor's receipt of the Notice of Award and the Contractor's receipt of the Notice to Proceed. The Contractor must anticipate that the Contractor shall not receive the Notice to Proceed until 60 to 120 days after the Contractor's receipt of the Notice of Award.

- 8.3 Delete the Paragraph (Subparagraphs 8.3.1, 8.3.2 and 8.3.3) and replace with the following:

If the Contractor is delayed at any time in the commencement or progress of the Work because of changes ordered in the Work or because of strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, unusual inclement weather, or other causes beyond the Contractor's control which constitute a justifiable delay, the Contract Time may be extended, as the Contractor's sole and exclusive remedy for such

delay. Extended general conditions (or any other amounts) will not be considered or paid for extensions of time. The Owner will extend the Contract Time by Change Order subject to the following:

- .1 Claims for extension of time must be made in writing on or before the due date of Contractor's Application for Payment covering the period in which the delay began. In the case of a continuing cause of delay, only one claim is necessary.
- .2 Claims for extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) occurred must be stated in the claim.
- .3 When establishing the Contract Time, the Owner and the Contractor have taken into consideration the normal number of days of inclement weather for each month during which the Project shall be constructed. A list of the normal inclement weather days for each such month is included in the Contract Documents. In case of claims for extension of time because of unusual inclement weather, that is, a number of inclement weather days greater than normal as set out in the Contract Documents, such extension of time will be granted only to the extent that such unusual inclement weather prevented the execution of Work on normal working days and affected the critical path of the work. "Normal working days" will be Mondays through Fridays, exclusive of legal holidays. "Unusual inclement weather" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that such conditions had an adverse effect on the scheduled construction.
- .4 Any claim for extension of time for strikes or lockouts shall be supported by a statement of facts concerning the strike, including the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and the efforts of the Contractor to minimize the impact of the strike upon progress of the Work.
- .5 Any claim for extension of time for delays in transportation shall be supported by a statement of facts demonstrating that the delays are beyond the Contractor's control, and reciting the Contractor's efforts to overcome such delays.

- .6 The cost of all performance bonds and payment bonds, whether procured by the Contractor or any subcontractor, is included in the Contractor's overhead and profit.

8.4 Add the following new paragraph:

Acceleration to Meet Schedule. In the event of any delay in the progress of the Work with respect to which Contractor is not entitled to an extension of time under the terms hereof, or in the event that the Owner reasonably believes that the Project will not be completed within the Contract Time without acceleration, Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts or resequencing of the Work. All such acceleration shall be at no cost to Owner.

PAYMENTS AND COMPLETION (Article 9):

9.1.1 Add the following:

All costs of overtime work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Paragraph 10.4, shall be and are included in the Contract Sum. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

9.3.1 Change "ten days" to "seven calendar days."

9.3.1.3 Add the following as a new Clause to Subparagraph 9.3.1:

Along with the Application for Payment, and as a condition to the payment of any amounts stated therein, the Contractor will comply with Chapter 8 of the Owner's Special Conditions, and will submit the following:

- .1 An Affidavit certifying that payment has been made to all Subcontractors, Sub-subcontractors, suppliers, employees, materialman and other persons relating to Work for which the Contractor has been paid; and
- .2 A revised and updated Construction Schedule reflecting actual job progress to the date of the Application for Payment, taking into account all factors known at the time of such Application for Payment.
- .3 Payment shall be made on the percentage of value of the Work actually performed and included in the Application for Payment, as specified in Article 5 of the Agreement.

9.3.1.4 Add the following as a new clause to Subparagraph 9.3.1:

Until Substantial Completion, the Owner will pay 95 percent of the amount due the Contractor on account of progress payments.

9.5.4 The progress of construction must not lag behind the construction progress schedule approved by the Owner. If the construction or any portion or phase thereof falls behind the schedule approved by the Owner, further payment may be withheld until the pace of construction is accelerated to the satisfaction of the Owner to meet the scheduled Contract Time.

9.7 Subparagraph 9.7 is hereby modified as follows:

Delete the term “or awarded by binding dispute resolution: in the first sentence.

9.8.5 Add the following to the end of the Subparagraph:

The payment shall be sufficient to increase the total payments to 95 percent of the Contract Sum, less amounts as the Consultant shall determine for all incomplete Work and unsettled claims.

9.10.6 Add the following as a new Subparagraph:

The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner’s rights or the surety’s obligations under the bond.

PROTECTION OF PERSONS AND PROPERTY (Article 10):

10.3. Subparagraph 10.3.3 is hereby deleted in its entirety.

10.3.4 Subparagraph 10.4 is hereby modified in its entirety to read as follows:

Owner shall not be responsible for materials or substances brought to the site by the Contractor.

10.3.6 Subparagraph 10.3.6 is hereby deleted in its entirety.

10.5 Subparagraph 10.5 is hereby deleted in its entirety.

INSURANCE AND BONDS (Article 11):

Add the following Subparagraphs:

11.1.2.1 Minimum coverages and limits required of the Contractor are as follows:

.1 Workers' Compensation: Statutory Limits

Employers' Liability:

\$500,000 each accident;  
\$500,000 disease - policy limit;  
\$500,000 disease - each employee.

.2 Commercial General Liability Insurance:

\$2,000,000 general aggregate;  
\$1,000,000 products/completed operations aggregate;  
\$1,000,000 personal and advertising injury;  
\$1,000,000 each occurrence;  
\$50,000 fire damage;  
\$5,000 medical expense.

Such policy shall include all of the coverages which may be included in coverages A, B and C contained in the Standard Texas Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.

.3 Comprehensive Automobile Liability Insurance to cover all vehicles (any auto) owned by, hired by or used on behalf of the Contractor, with minimum Combined Single Limit of \$1,000,000.00.

.4 Owner's and Contractor's Protective Liability Insurance:  
\$500,000 bodily injury;



\$500,000 property damage.

Such policy must contain an endorsement to the effect that the insurance company waives its right to use as a defense the Owner's governmental immunity.

- .5 Umbrella Liability Insurance written on an occurrence basis, with minimum limits in the amount of:

<u>Contract Sum</u>	<u>Minimum Limit Required</u> (Per occurrence/aggregate)
Up to \$2,499,999	\$1,000,000
\$2,500,000 - 4,999,999	2,000,000
\$5,000,000 - 7,499,999	3,000,000
\$7,500,000 and over	4,000,000

- .6 Should the Contractor fail to purchase, or fail to continue to force until completion of the Work, insurance in the amounts indicated above, the Owner may purchase such insurance and the cost thereof shall be borne by the Contractor, and may be deducted from any amounts owed by the Owner to the Contractor.

- 11.1.3 Change the first and second sentences of the Subparagraph to read as follows:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner within ten (10) days after award of the Contract to Contractor and prior to commencement of the Work. The Certificates shall be ACORD Form 25, accompanied by a completed AIA Document G715, Instruction Sheet and Attachment for ACORD Certificate of Insurance. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled, materially modified, or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.

Add the following at the end of the Subparagraph:

The provisions of this Subparagraph 11.1.3 shall apply to all policies of insurance required to be maintained by the Contractor pursuant to the Contract Documents.

Add new Subparagraphs as follows:

- 11.1.5 The Contractor shall cause the Subcontractors employed by the Contractor to furnish and maintain the following types and amounts of

insurance, with any specific coverages and endorsements reasonably requested by the Owner:

- .1 Workers' Compensation: Statutory Limits  
Employers' Liability: \$100,000
- .2 Commercial General Liability Insurance:  
\$500,000 general aggregate
- .3 Comprehensive Automobile Liability Insurance:  
\$250,000 per person/accident

11.1.6 All insurance policies and bonds shall be provided by a company or companies with a rating of not less than B+ in the last available Best's Rating Guide. All such policies shall include clauses whereby each underwriter agrees to waive its rights of subrogation against the Owner. The Commercial General Liability, Automobile Liability and Umbrella Liability policies shall be endorsed to add the Owner as an additional insured. The limits of liability shown for each type of insurance coverage to be provided by the Contractor pursuant hereto shall not be deemed to constitute a limitation of the Contractor's liability for claims hereunder or otherwise. Notwithstanding anything herein to the contrary, the Owner may to the fullest extent permitted by applicable law, accept alternate or different coverages for the insurance specified herein upon receipt from a licensed insurance agent or company acceptable to Owner of a written evaluation of the proposed alternate coverage in form acceptable to Owner confirming that such alternate coverage provides comparable or greater protection to the Owner as the coverage specified.

11.2 Subparagraph 11.2.1 is hereby deleted in its entirety.

11.3.1 Change the Subparagraph to read as follows:

The Contractor shall purchase and maintain an "All Risk" Builders Risk policy covering the entire Work at the site for the full insurable value of the Work, including transit thereto and including materials stored off-site and destined to become a part of the Work. Such policy shall be maintained until final payment is made to the Contractor pursuant to Article 9. Such policy shall include an endorsement allowing occupancy of the Project, in part or whole, by the owner prior to final completion of construction. No deductibles shall exceed \$5,000

without the prior written approval of the Owner. The policy shall insure the respective interests of the Owner and the Contractor in the Work.

11.3.1.2, 11.3.1.3, 11.3.2, 11.3.3, 11.3.4, 11.3.5, 11.3.6, and 11.3.7: Delete these Subparagraphs in their entirety.

11.4.8 Change 11.4.8 to 11.3.8 and 11.4.9 to 11.3.9. Also change 11.4.9 in the body of the paragraph to 11.3.9.

11.4.8 and 11.3.9: Change the words “the Owner’s” and “the Owner” to read “the Contractor’s” and “the Contractor,” except in the last sentence of Subparagraph 11.3.9

11.3.9 Change Subparagraph as follows:

Delete the term “or as determined in accordance with the method of binding dispute resolution selected”.

11.4.10 Change to 11.4.10 to 11.3.10 in each case. Also add a second paragraph with the following:

Delete the term “by the Owner and Contractor as the method of binding dispute resolution in”.

11.3.10 Subparagraph 11.3.10 is hereby modified in its entirety to read as follows:

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within 5 days after the occurrence of the loss to the Owner’s exercise of this power.

11.4.1 Change the Subparagraph to read as follows:

Prior to executing the Agreement and commencing any Work, the Contractor shall furnish to Owner, at the Contractor’s expense, a payment bond (if the Contract Sum exceeds \$25,000.00) and a performance bond (if the Contract Sum exceeds \$100,000.00), each such bond to be in the amount of 100% of the Contract Sum, issued by such corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds and in accordance with the requirements of Chapter 2253 of the Texas Government Code, Public Work Performance and Payment Bonds. If the Contract Sum exceeds the underwriting limitation of the surety the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner. If the amount of the bond (whether

payment or performance) exceeds \$100,000.00, then the surety must also hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and who is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Contractor shall require any attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bonds, indicating the monetary limit of such power and authority.

- 11.4.3 Add the following as a new Subparagraph 11.5.3:  
By inclusion of this Subparagraph 11.5.3 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Consultant, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Consultant. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Consultant, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

Add the following as a new Subparagraph:

- 11.6 Change all items starting with "11.6" to begin with "11.5" hereafter.  
Applies to 12 lines
- 11.5 Workers' Compensation
- 11.5.1 Definitions:
- .1 Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance - Division of Workers' Compensation, or a coverage agreement on a form issued by such Division showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the 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 Work on the Project has been completed and accepted by the Owner.
  - .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.
  - .4 Services - includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.5.2 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.
- 11.5.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.
- 11.5.4 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 Owner showing that coverage has been extended.
- 11.5.6 The Contractor shall obtain from each person providing services on a Project, and provide to Owner:
- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- .2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 11.5.7 The Contractor shall retain all required certificates of coverage of the duration of the Project and for one year thereafter.
- 11.5.8 The Contractor shall notify the Owner 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, notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 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 meets 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 to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the Project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter or until the expiration of the subcontractor's warranty period, whichever is longer;
  - .6 Notify the Owner 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 requires each person with whom it contracts, to perform as required by paragraphs (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 represents to the Owner that all employees of 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. Contractor acknowledges that providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil 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 Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

#### UNCOVERING AND CORRECTION OF WORK (Article 12):

- 12.2.2.1 Subparagraph 12.2.2.1 is hereby modified by deleting the second to the last sentence of that Subparagraph.

#### MISCELLANEOUS PROVISIONS (Article 13):

- 13.1.1 Subparagraph 13.1.1 is hereby modified to read as follows:



The Contract shall be governed by the law of the place where the Project is located.

13.2.2 Subparagraph 13.2.2 is hereby deleted in its entirety.

13.7.1.1, 13.7.1.2 and 13.7.1.3 Modify so there is a single 13.7 heading and each subparagraph heading 13.7.1, 13.7.2 and 13.7.3 using the same text.

Note: All items hereafter are new.

13.7.1 Subparagraph 13.7.1 is hereby modified in its entirety to read as follows:

Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events on the later of the date of Substantial Completion or the date of discovery;

13.7.2 Subparagraph 13.7.2 is hereby modified in its entirety to read as follows:

Between Substantial Completion And Final Certificate For Payment. Between Substantial Completion and Final Certificate For Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events on the later to occur of the date of issuance of the Final Certificate for Payment, or the date of discovery; and

13.7.3 Subparagraph 13.7.3 is hereby modified in its entirety to read as follows:

After Final Certificate For Payment. After Final Certificate For Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate For Payment, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided hereunder, the date of any correction of the Work or failure to correct the Work by the Contractor hereunder, or the date of actual commission of any other act or failure to perform any duty or obligation by the

Contractor or Owner, or the date of discovery, whichever occurs last.

13.8.1 A new Paragraph 13.8 is added as follows:

Contractor and Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.8.2 Contractor and Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf in connection with the Project, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

TERMINATION OR SUSPENSION OF THE CONTRACT (Article 14):

14.1.1.4 Subparagraph 14.1.1.4 is hereby deleted in its entirety:

14.2.1.5 Add a new Subparagraph as follows:

or any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily), or makes an assignment for the benefit of creditors, and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner.

14.2.2 Add the following at the end of the Subparagraph:  
In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

14.4.3 Subparagraph 14.4.3 is hereby modified in its entirety to read as follows:

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed

payment for specially ordered and shipped products for the Project, and an amount equal to ten percent (10%) of the reasonably estimated Pay Applications for the then next succeeding three months.

#### CLAIMS AND DISPUTES (Article 15):

15.1 Wherever the term “Initial Decision Maker” appears it shall mean “Owner” or “Owner’s designated representative” anywhere within this Article.

15.1.2 Delete Subparagraph 15.2 and replace with the following:

Claims by the Contractor must be initiated by written notice to the Owner with a copy sent to the Consultant. Claims must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim whichever is later. Failure to make a claim within the prescribed period will result in the claim not being allowed.

15.1.5 The Owner may make a claim at any time during the entirety of the contract and warranty period, and will endeavor to give notice to the Contractor, with a copy sent to the Consultant, within 21 days of the time the condition giving rise to the Claim is first recognized. The period to make claim shall not in any way diminish the Owner’s right to seek remedy due to the statute of limitation for failure to adequately complete the Work as contracted.

Delete Subparagraphs 15.1.5.1 and 15.1.5.2 in its entirety and replace with the following:

15.1.6 No increase in the Contract Time will be allowed except as otherwise expressly provided in Paragraph 8.3 above.

Delete Subparagraphs 15.1.6 in its entirety and replace with the following:

In the event the Contractor fails to achieve Substantial time, the Owner will be damaged thereby. The Contractor and Owner jointly agree that the amount of said damages is difficult if not impossible of definite ascertainment and proof. The Contractor and Owner hereby agree that the sum of \$1,250.00 per calendar day, starting on the first day of the delay and ending on the day Substantial Completion of the entire work is declared, is a reasonable and appropriate set amount of the damages which will be incurred by the Owner for each day of

delay. The Contractor recognizes this amount is liquidated damages and not a penalty of any kind.

In the event that the Contractor achieves Substantial Completion then fails to complete all punch list items satisfactorily within the prescribed period for completion of the punch list, the Owner may reinstate claim for liquidated damages at the rate of \$250.00 per consecutive calendar day until the punch list is complete.

The Contractor agrees that any liquidated damages due under this Contract shall be deducted from amounts due under the Contract, or if no further sums are due the Contractor hereunder, Contractor agrees to pay to the Owner such liquidated damages as shall be due hereunder for such delay within ten (10) days after receipt of demand thereof. Contractor further agrees that if it fails to pay the Owner such liquidated damages within ten (10) days following the Owner's demand thereof, the Contractor shall be liable to the Owner for interest at the statutory rate on said sum, plus any related costs of collection, including attorney's fees.

15.2       Wherever the term "Initial Decision Maker" appears it shall mean "Owner" or "Owner's" designated representative" anywhere within Article.

15.2.1     Delete Subparagraph 15.2.1 in its entirety and replace with the following:

Decision of Consultant. Claims, excluding those arising under Section 1.3, 10.4, 11.3.9 and 11.3.10, shall be referred initially to the Consultant to initial decision. Except for those claims excluded by Section 15.2.1, an initial decision by the Consultant shall be required as a condition precedent to mediation, of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Consultant with no decision having been rendered by the Consultant. The Consultant will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2     Change the term "Initial Decision Maker" to "Consultant" in each location.

15.2.3     Change the term "Initial Decision Maker" to "Consultant" in each location.

15.2.4     Change the term "Initial Decision Maker" to "Consultant" in each location.

- 15.2.5 Change the term “Initial Decision Maker” to “Consultant” in each location.
- 15.2.6 Paragraph 15.2.6 and Subparagraph 15.2.6.1 are deleted in their entirety.
- 15.2.8 Subparagraph 15.2.8 is hereby deleted in its entirety.
- 15.3 Paragraph 15.3 and Subparagraphs 15.3.1 and 15.3.2 are hereby deleted in their entirety.
- Mediation and any other terms of the General Condition requiring Mediation are deleted in their entirety, and is not required that any controversy or claim arising under any of the Contract Documents be submitted to Mediation.
- 15.4 Paragraph 15.4 and Subparagraphs 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2 and 15.4.4.3 are hereby deleted in their entirety.
- Arbitration and any other terms of the General Conditions requiring Arbitration are deleted in their entirety, and it is not required that any controversy or claim arising under any of the Contract Documents be submitted to Arbitration.



**Northside Independent  
School District  
San Antonio, Texas**

**Department of Facilities and Operations**

# **Owner's Special Conditions**

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## **INTRODUCTION**

The Owner's Special Conditions have been developed by Northside Independent School District, Department of Facilities and Operations (Owner), to assist the Contractor with procedures during the construction and close-out of this project. Depending upon the specific type of project (addition, renovation, new school, mechanical work, roof replacement, etc.) certain sections or paragraphs may not be applicable. In general, this manual attempts to define an agenda and format for the Pre-Construction Conference and supplement many of the contractual requirements of the project specifications. No part of this Manual shall take precedence over or supplant the requirements set forth in the General Conditions and Supplementary General Conditions unless specifically stated.

Throughout the span of the project, the Owner solicits suggestions from any team member for ways to decrease time, improve quality or reduce costs. All suggestions may not be accepted. Acceptance of proposed changes shall be at the sole discretion of the Owner. The Owner is under no obligation to explain its reasons for its action.

A thorough review of this manual will provide important information on topics essential to the orderly management of the construction project. An understanding of the relationships of all team members and adherence to the procedures outlined is intended to improve the flow of information.



## **PRE-CONSTRUCTION CONFERENCE**

### Recommended Agenda

- A. Introduction of all attendees
  - Distribute general information attachments
- B. Discussion of Project Responsibilities
  - Team Concept - NISD, Consultant, Contractor
  - Owner's Responsibility
  - Director of Facilities Construction
  - Consultant Responsibility
  - Construction Administration
  - Contractor Responsibility
    - Protects Owner's interest
    - Coordinate all construction
    - Manage all construction
  - School Personnel
    - Principal
    - Staff
- C. Project Restrictions
  - Access to site
    - Office and Trailer Location
    - Construction Parking
    - Material Storage Area
    - Temporary Fencing
    - Top Soil Stockpile Area
    - Disposal of Soil
    - Not allowed to use school restrooms or cafeteria
    - Restrict workmen in existing school
    - Temporary Utilities
      - Power
      - Water
    - Security and Protection
      - OFCI Storage Area
    - Harassment
    - Dress Code
    - Tobacco Use
    - Illegal Drugs and Alcohol
- D. Permits, Licenses, Certificates, and Fees
  - General Contractor Bonds
  - Builder's Risk Insurance
  - Liability and Worker's Compensation Insurance
  - Licenses
  - Building Permits

Northside Independent School District  
Owner's Special Conditions

- Fees
- E. Submittals
  - Review Procedure
    - Number and Type of Copies
    - Routing
    - Owner's Copies
    - Submittal Log
  - Color Schedule
  - Substitutions
  - Samples
- F. Project Meetings
  - Regular Bi-Weekly Meetings
  - Agenda
  - Minutes
- G. Construction Phasing
  - New Schools
    - Early Completion
  - Temporary Partitions
  - Construction Phasing
    - Existing Equipment Storage and Relocation
    - Agency Inspections
    - School Occupancy
  - Utility Shutdown/Changeover
- H. Inspections/Observations
  - A/E Observations
  - Contractor's Quality Control
  - Agency Inspections
  - Concealed Space Observation
  - Substantial Completion Inspection
    - Contractor
    - A/E
  - Future Maintenance
  - System Verification
- I. Application and Certificate for Payment
  - Schedule of Values
  - Application for Payment
    - Match Schedule of Values
    - Review Procedure
  - Final Pay Application
    - Pre-Requisites

- J. Schedules
  - Construction Schedule
    - Monthly Revisions
  - Construction Delays
  - School Staff Support During Workdays
- K. Construction Changes
  - Control of Construction Changes
  - Authority to Issue Changes
  - Proposed Change Order Procedure
  - Change Order
- L. Record Documents
  - Contractor Responsible to Maintain
    - Enforce with subcontractors
  - Pre-requisite for final payment
- M. Maintenance Manuals
  - Contents of Manual
  - Arrangement of Information
  - Distribution
- N. Project Clean-Up
  - Periodic and Final Clean-Up
- O. Warranty Procedures
  - Expectations
  - Initiation of Requests
  - Acknowledgment of Repairs
  - Follow-up Letters

## **CHAPTER 1: PROJECT RESPONSIBILITIES**

### **1.1 Team Concept**

The Owner solicits the cooperation of the Consultants and Contractor as team members to work under a Team Concept toward a successful project, but not limited to:

### **1.2 Owner's Responsibility**

The Owner's responsibilities are defined in the General Conditions, Supplementary General Conditions and Contract. The Owner has assigned the following team members to the project with general duties as indicated.

#### **DIRECTOR OF FACILITIES CONSTRUCTION / DIRECTOR OF ENGINEERING SERVICES**

- \* Manages Owner's Project staff
- \* Liaison with existing school personnel
- \* Liaison with other NISD team members
- \* Reviews and approves all payments
  - \* Reviews and approves all Allowance Expenditure Authorizations, Construction Change Directives and Change Orders
  - \* Assists in resolving disputes

#### **OWNER'S PROJECT MANAGER**

- \* Observes construction
- \* Liaison with existing school personnel
- \* Liaison with other NISD team members
- \* Reviews submittals
- \* Reviews and approves all payments
- \* Schedules and attends project meetings
- \* Attends substantial completion and final inspections.
  - \* Reviews and approves all Allowance Expenditure Authorizations, Construction Change Directives and Change Orders
- \* Works with Consultant on document interpretations or clarifications
- \* Liaison with agency representatives
- \* Submits warranty requests through the Consultant to the Contractor

#### **OWNER'S CONSTRUCTION OBSERVERS**

- \* Observes all phases of construction
- \* Approves mock-ups of various materials and systems
- \* Attends project meetings when necessary
- \* May review submittals
- \* Attends all above-ceiling, substantial completion and final inspections.
- \* Conducts Pre-Installation Meetings.

- \* Collects manpower counts when required.

### 1.3 Consultant's Responsibility

The Consultant's responsibilities are defined by the General Conditions, Supplementary General Conditions, Construction Contract, and its Contract with the Owner. General areas of responsibility include, but are not limited to:

- \* Interpretation and clarification of the Contract Documents
- \* Observation of construction
- \* Reporting of defective or deficient work
- \* Review of submittals
- \* Review of Contractor's applications for payment and request for extension of time
- \* Review and processing of Proposal Requests, Construction Change Directives, Allowance Expenditure Authorizations, and Change Orders
- \* Review of the work at Substantial Completion and Final Inspection.
- \* Warranty Period

The Consultant is responsible for employing Consultants for appropriate phases of the work such as mechanical, plumbing, electrical, technology and others as may be necessary. As the single source design professional, the Consultant is therefore responsible for his consultants providing the services provided by these Consultants.

### 1.4 Contractor's Responsibility

The Contractor's responsibilities are defined by the General Conditions, Supplementary General Conditions and Contract. This includes coordinating, scheduling and expediting the work for completion within the agreed upon schedule. General area of responsibility include, but are not limited to:

- \* Management and coordination of all subcontractors
- \* Responsibility for all acts of all construction workers
- \* Protecting the Owner's interests
- \* Protection of students, Owner's Staff, people and property
- \* Maintaining an orderly, clean and safe construction site
- \* Coordination of trades and testing laboratories
  - \* Notification of Consultant and Owner upon discovery of any questionable, conditions, designs, materials, details, or procedures
- \* Coordination with school principal to ensure student and staff safety
- \* Keeping the Consultant and Owner informed through reports and meetings
- \* Quality Control of all construction
- \* Compliance with all applicable codes and regulations
  - \* Scheduling timely concealed space observations by Consultant, Owner and Governing Agencies
- \* Prompt correction of all warranty items

### 1.5 School Personnel

Many of the Owner's projects involve school personnel such as the principal. The Owner will designate appropriate school staff for contact/coordination purposes at the start of the project. Designated school staff is made available for coordination between the construction work and school activities during and after normal school hours. School staff shall not be contacted for interpretation of the Contract Documents, changes in the work, or other duties reserved for the Consultant or other Owner personnel previously designated.

During addition or renovation projects, it is frequently necessary to shutdown utilities or services for connections or change-over. This must be coordinated through the Owner's Project Manager and Consultant 72 hours prior to the shutdown to allow the school district to make alternative preparations. This is defined as weekday hours only excluding designated holidays.

The Contractor is not authorized to make any changes in the work requested by school personnel unless directed by the Consultant, or unless it is an emergency affecting the safety of students, school personnel, other persons or property.

Project visitation or tours shall be coordinated with the school principal and Owner's Project Manager. Random tours by school personnel will not be allowed due to safety concerns. Tours shall be arranged in advance with the General Contractor and approved by the Owner and General Contractor. All visitors must check-in at the field office. All visitors must abide by all safety and insurance regulations at all times.

## **CHAPTER 2: PROJECT RESTRICTIONS**

### 2.1 Access to Site

Routes for access to the site shall be restricted to those shown on the Contract Documents. If none are indicated, access routes shall be agreed upon during the Pre-Construction Conference. No change to this access route shall be allowed unless approved in writing by the Consultant. Any damage to existing paving, curbs, walkways, landscaping, Irrigation, etc. shall be repaired or replaced by the Contractor at no cost to the Owner. The Contractor shall be required to maintain the access roads in a clean condition at all times and remove any temporary access provisions at completion of the work.

In projects involving additions and renovations to existing facilities, access shall be limited to locations agreed upon by the Owner, the school principal, the Consultant, and the Contractor and/or as shown on the Drawings. The Contractor shall enforce access restrictions with all personnel. Deliveries may be restricted to hours convenient to the school to avoid conflicts.

### 2.2 Field Office and Trailers

Provide temporary field offices, weather tight, lockable, and of sufficient size to accommodate required office personnel at the project site, furnished and equipped as specified below. The room(s) shall be maintained in a clean and orderly condition.

- \* Light colored resilient floor, wall and ceiling finishes
- \* Operable windows with blinds and insect screens
- \* Air conditioning and heating to maintain indoor temperatures of 68° F and 74° F respectively.
- \* Adequate fluorescent lighting
- \* 110-120 volt duplex outlets as necessary
- \* Telephone service with fax and internet connectivity
- \* Office furniture as necessary for Contractor's personnel
- \* Plan table(s) and bookshelves
- \* Meeting room with table and seating for 12 (minimum 250 sf)
- \* Tack boards as required and erasable marker board
- \* Wall calendar
- \* Drinking water cooler
- \* The Field Office shall maintain/provide six (6) OSHA approved hardhats for NISD personnel. Hardhats shall be new and white in color and shall not have any logos.

The location of the trailer and other temporary buildings such as tool sheds, toilets, etc., shall be agreed upon by the Owner's Project Manager, the school principal, the Consultant, and the Contractor or as shown on the Drawings. The location shall be coordinated with future work so as not to interfere with utility work, paving, etc. and to avoid interference with existing school operations. The Contractor shall not locate trailers in existing parking area unless approved by the Owner.

### 2.3 Construction Parking

The Contractor shall allow parking by workers in areas designated in the Contract Documents. If not designated, a joint agreement shall be reached by the Owner, principal and Contractor. If space is not available, the Contractor shall require workers to park off-site.

### 2.4 Material Storage Areas

The Contractor shall restrict storage of materials to areas designated on the contract Documents. If not designated, a joint agreement shall be reached by the Owner, principal and Contractor. Storage containers shall be immediately repaired/replaced if vandalized or damaged during construction.

### 2.5 Temporary Fencing

The Contractor shall provide a temporary construction fence where shown by the Contract Documents. Temporary fencing shall be chain link, except as permitted otherwise by the Consultant and Owner, minimum 6'—0" in height, with locking gates

for entry. Posts shall be minimum 1.5" diameter galvanized steel firmly embedded in concrete. Fencing shall be maintained straight and secure for the duration of operations requiring its presence.

## 2.6 Restrooms

The Contractor shall provide adequate temporary sanitary facilities for construction workers. These should be located to avoid odors and visibility by the students, staff and visitors. Workers will not be allowed to use restrooms within the existing school facilities. Facilities shall be secured to prevent vandalism.

## 2.7 Use of School Cafeteria/Telephones

Construction workers may not use the existing school cafeteria, vending machines, or telephones.

## 2.8 Construction Traffic within Existing School

The Contractor shall monitor on a full-time basis all construction personnel within existing buildings, especially when buildings are occupied by students or school staff.

## 2.9 Identification Badges

All construction workers, delivery persons and others associated with the Contractor's work shall be required to be identified by a personnel badge. The Contractor shall provide badges and maintain an issuance log. The badge shall be worn at all times the person is present on an existing campus. The badge shall have a current photo, person's name and the company under which the person is employed. Persons found at the site without their badges will be asked to leave the premises and will be reported to the Contractor's Superintendent.

## 2.10 Use of Existing Utilities

In new construction the Contractor shall provide and pay the costs of temporary utilities for the duration of the project until such time as the project is fully accepted. Acceptance and turn-over of utility costs shall be the joint determination of the Consultant, Contractor and Owner.

For renovation and addition work on existing campuses, in general the cost of utilities (with exception of telephone and internet service) shall be borne by the Owner unless designated otherwise in the Contract Documents. When using the Owner's utilities the Contractor shall enforce energy and utility conservation whenever possible. If usage is determined to be excessive, in the sole determination of the Owner, the Contractor shall be required to reimburse the Owner for utility costs.

The Contractor shall be fully responsible to coordinate and verify existing utilities on site. Any damage occurring to existing utilities resulting from the work shall be the



Contractor's responsibility to promptly repair at its cost. The Contractor shall immediately notify the Consultant and Owner should any utility service be interrupted during the project.

#### 2.11 Security

The Contractor shall provide security to protect the work, materials and site at various times. Temporary barriers, signage, lighting, etc., shall be provided as necessary. A full-time security person may be required for protection of the work against vandalism, theft and other malicious acts. The cost of security shall be borne by the Contractor unless otherwise stated.

#### 2.12 Harassment

Harassment of students, staff and other NISD personnel will not be tolerated. The Contractor will be informed of any complaints and will immediately and permanently remedy the problem.

#### 2.13 Dress Code

Workers shall be fully clothed at all times. Workers wearing shorts or without shirts will not be allowed on the project. Clothing shall not have indecent or suggestive logos or words. Advertisements for tobacco, alcohol, drugs or firearms are prohibited.

#### 2.14 Tobacco

Smoking and chew less tobacco products are prohibited on the Owner's properties at all times and shall be fully enforced by the Contractor. Tobacco products may not be brought onto the Owner's property by any person at any time.

#### 2.15 Illegal Drugs and Alcohol

No alcoholic beverages or illegal drugs shall be brought on the Owner's property at any time. Workers found or believed to be under the influence of illegal drugs or alcohol shall be permanently removed from the project.

#### 2.16 Firearms

Firearms shall not be brought onto the Owner's property at any time. Anyone found to be in possession of a firearm(s) will be immediately referred to the local authorities and will be permanently expelled from the project.

#### 2.17 Project Sign

The Contractor shall provide, erect and maintain a project sign as shown in the Contract Documents. The sign shall be immediately repaired/replaced in the event of any damage during construction. Coordinate the location of the project sign with the

Owner's Project Manager and, if required, the Principal of existing campuses.

### 2.18 Project Photographs

The Contractor shall maintain a comprehensive file of project photographs from the start to completion of the project. The photographs shall include documentation of all trades and be chronologically ordered by date and trade to indicate the order and progression of the work. Particular attention shall be paid to concealed conditions. The files of photos shall be provided to the Consultant and Owner for inspection on CD-ROM upon request at any stage of construction.

## **CHAPTER 3: PERMITS, LICENSES, CERTIFICATES, AND FEES**

### 3.1 Contractor Licenses

The Contractor and all subcontractors involved in the project shall obtain and pay for all necessary business and contractor licenses as required by any law or the Authority Having Jurisdiction (AHJ).

### 3.2 Building Permits

The Owner shall pay for the building permit unless otherwise indicated by the Contract Documents. The Contractor shall obtain and pay for all other required trade permits and pay for all inspections required by any authority having jurisdiction over the project.

### 3.3 Grading and Foundation Permits

On projects that are developed on a fast-track basis, the Owner shall obtain and pay for the necessary clearing, grading and/or foundation permit.

### 3.4 State Highway Permits

In certain instances, the connection of a school entry drive to a highway requires a State Highway Permit. Unless otherwise noted the Contractor shall pay for this permit.

### 3.5 Utility Impact Fees

The Owner shall pay the utility impact fees only to connect to existing utilities at the property line or in adjacent streets and right-of-way for the project. All other fees are the responsibility of the Contractor unless otherwise defined by the Contract Documents.

## **CHAPTER 4: SUBMITTALS**

### **4.1 Submittals/Shop Drawings**

The requirements for the submittal of shop drawings and submittal of material brochures are outlined in the project specifications. All subcontractor submittals shall be submitted to the Consultant through the Contractor. The Consultant shall review and take the appropriate action on submittals within Thirty (30) days after receipt.

All copies of submittals shall be reviewed and approved by the Contractor prior to submitting to the Consultant. The Consultant will retain three (3) copies of each submittal. The Contractor shall also retain two (2) copies of all approved submittals for Owner records. The complete set of all approved submittals (including an index) shall be transmitted through the Consultant to the Owner at the completion of the project.

The Contractor and Consultant shall maintain a log of submittals so that the status of all shop drawings, etc., may be monitored through the construction phase. The log shall contain adequate information regarding the submittal, review dates, submittal descriptions, and action taken.

Within forty-five (45) days of award of contract the Contractor shall prepare and provide a reasonable schedule of submittal due dates to the Consultant for review provided that a reasonable schedule is not established in the Contract Documents. The schedule is intended to establish an advance time line for when each submittal is required to avoid material delays. Lesser times shall be designated in the Contract Documents and be applicable for smaller scope projects.

### **4.2 Interior and Exterior Color Schedule**

Color and material selections must be approved by the Owner's Building Committee and may take up to five (5) weeks for approval. All items involving color or material selections shall be assembled and submitted to the Consultant at one time.

### **4.3 Substitutions**

See Specifications.

### **4.4 Mock-ups**

The Contract Documents shall establish a list of mock-ups for various materials. Mock-ups are intended to establish a standard by which to gauge the work as it is constructed. It is intended that each mock-up shall be exact and of the highest quality workmanship. The mock-up shall be constructed and completed at least three (3) days in advance of the subject work proceeding. Approval of the mock-up by the Owner and Consultant is required prior to work proceeding. Should the mock-up not be approved it shall be promptly removed and replaced at no cost to the Owner until such time as it meets the required standard.

#### 4.5 Masonry Samples (on applicable project only)

As soon after the award of contract as practical, the Contractor shall obtain samples of applicable masonry units specific to the project and submit them to the Consultant for review. The Consultant and Owner will select samples and advise the Contractor to proceed with building sample panels, at least 6' wide x 8' high of each of the masonry samples selected. Approval of the selected sample will be provided through the Consultant. The sample panel shall remain in good condition at the project site until substantial completion of the project.

### **CHAPTER 5: PROJECT MEETINGS**

#### 5.1 Project Meetings

Regular project meetings shall be scheduled by the Owner on a bi-weekly or as needed basis depending upon the size and complexity of the project. The meeting should be on the same time of day and day of week. The exact day, time and location of project meetings shall be agreed upon during the Pre-Construction Conference.

Representatives of these organizations should be in attendance at each meeting

- \* General Contractor's Project Manager and Superintendent
- \* Mechanical/Plumbing Subcontractor
- \* Electrical Subcontractor
- \* Other Subcontractors as required
- \* Consultant
- \* Owner's consultants
- \* Owner

Special meetings may be called when required with appropriate prior notice to all applicable parties by the Owner, Consultant or Contractor.

The Consultant shall chair all project meetings and be responsible for scheduling, preparing the necessary agenda and minutes, and ensuring that necessary topics are discussed.

The General Contractor shall be responsible for submitting a two-week Outlook Construction Schedule. In the Outlook Schedule the Contractor shall outline a forecast for the work that is planned for the upcoming weeks. He shall inform the Design Team of what work will be started and or completed. Additionally he shall state the current status of on-going work, new material (i.e. brick, joist, roofing, etc) or equipment (i.e. Chillers, RTU, Kitchen, etc) that is anticipated to arrive on the job site. The two-week outlook shall be submitted in writing at each bi-weekly project meeting.

#### 5.2 Project Meeting Agenda

The Consultant shall prepare an agenda for the meeting and distribute copies of the agenda to the Owner and Contractor at least twenty-four (24) hours prior to the

meeting. Topics for the agenda shall include, but not be limited to:

- \* Unfinished business from past project meetings
- \* Summary report on the status of the Overall Construction Schedule
- \* Review of the Outlook Construction Schedule
- \* Review of potential problems
- \* Review of the Submittal Log
  - \* Review of status of Requests for Information (RFI), Proposal Requests, and Changes
  - \* Review of applications for payment (once per month)
- \* Other business

### 5.3 Meeting Minutes

The Consultant shall prepare formal minutes and forward a draft copy for review to the Owner, Consultants and Contractor within five (5) work days of the meeting requesting that any changes or corrections be returned to him within three (3) work days. The final formal minutes shall be issued within three (3) work days thereafter.

### 5.4 Pre-Installation Meetings

Pre-installation meetings shall be conducted for various trades. A list of the minimum required pre-installation conferences is included as an exhibit to this document. Other pre-installation conferences may be required and will be listed in other portions of the Contract Documents. Topics to be discussed in the pre-installation conference are found in the Contract Documents in each respective Section. In general, persons required to be in attendance at each pre-installation conference are as follows:

- \* General Contractor's Project Manager and Superintendent
- \* Specific Trade Subcontractor
- \* Related Trade Subcontractors (as necessary)
- \* Manufacturer's Representative (as necessary)
- \* Consultant
- \* Owner's consultants (as necessary)
- \* Owner

## **CHAPTER 6: CONSTRUCTION PHASING**

### 6.1 New Campuses and Additions/Renovation to Existing Campuses

The Contractor shall cooperate with the new school staff and Owner to turn over portions of the building as required to meet the Owner's required schedule. Specifics regarding turn-over shall be discussed in various project meetings as completion of the project nears.

In addition or renovation projects, it may be necessary to divide the construction into phases so the school can continue to operate. Phasing of the project is defined in the Contract Documents. Detailed discussions regarding phasing, room relocation, utility changeover, utility shut-off, etc., shall occur during the Pre-Construction Conference.

## 6.2 Temporary Partitions

Temporary partitions are required to isolate areas under construction from operating portions of the school and, when necessary, are indicated on the Contract Documents. Temporary partitions shall be constructed as shown in the Contract Documents. Partitions shall be caulked or sealed to prevent dust on the construction side from passing through the school operation side. Temporary partitions shall be insulated to contain construction noise.

## 6.3 Temporary Entrances

Temporary entrances shall be erected where shown by the Contract Documents or located where required by the Contractor operations for safe passage of students and staff. Temporary entrances and coverings (if any) shall be structurally sound, engineered when required, comply with applicable building codes, allow for the safe operation of doors, adequate steps or ramps, have non-slip surfaces, and temporary signage.

The location and construction of temporary partitions and temporary exits shall be reviewed with the Consultant and a representative of the agency having jurisdiction prior to construction.

## 6.4 Temporary Fire Protection

Minimum 20-lb. Type ABC fire extinguishers shall be located where required to meet the Contractor's safety plan and provide adequate temporary fire protection. Workers shall be skilled in the operation of these extinguishers. Fire watches shall be established and maintained by industry standard and the Contract Documents when working with hazardous materials that may cause fire such as welding, open flame torches, etc. When working in an existing facility, special care should be taken to minimize the risk of fire.

The existing fire alarm and fire sprinkler systems shall remain operational wherever required in existing buildings.

## 6.5 Existing Equipment Relocation

The Contractor is responsible for investigating existing equipment to be relocated, determining the procedure, means, and method of removal and determining the appropriate rough-ins so the equipment can be relocated with minimal downtime. The time schedule for relocating the equipment shall be coordinated with the Consultant.

## 6.6 Authority Have Jurisdiction

During any project, the governing authority having jurisdiction normally requires a final inspection prior to occupancy of completed areas. The Contractor shall schedule these inspections to allow prompt occupancy of completed areas. A Temporary

Certificate of Occupancy may be required and is the responsibility of the Contractor to obtain. Obtaining and maintaining the Temporary Certificate of Occupancy is the sole responsibility of the Contractor until such time as a permanent Certificate of Occupancy has been issued.

#### 6.7 School Occupancy

Adequate time shall be allowed in the construction schedule for the school to relocate staff, furnishings and equipment to the completed phases or areas of the project. Timing shall take into consideration deployment of technology and preparation of floors by the Owner's custodial staff. The Owner's project manager shall provide this information. The current School Calendar will be provided to Contractor by Owner. Construction shall be coordinated with school operations, both during and after regular hours, during testing periods, etc.

#### 6.8 Utility Shutdown/Change Over

Contractor shall issue a request to the Owner's Project Manager and Consultant for a utility shutdown a minimum of 72 weekday hours. Owner's approval is required prior to any utility shut down.

All permits, testing and inspection required by both the local jurisdiction and the Owner shall be provided and coordinated with each shutdown. Where applicable the Owner's Maintenance Department will require "green tag" approvals from utility shut down inspection before any equipment may be restarted after a shutdown.

The Contractor shall ensure that the necessary materials and equipment are available on-site before beginning the shutdown or change-over. Any after hours connections, if required, will be at no additional cost to the District. The Contractor shall be aware of school holiday schedules and attempt to schedule shutdowns/changes over these days when practical.

## **CHAPTER 7: INSPECTIONS/OBSERVATIONS**

#### 7.1 Consultant Responsibility

The Consultant's responsibilities during the Construction Phase, and those of his team, are defined in the General Conditions, Supplemental General Conditions, his contract with the Owner and the Contract. Following each site visit, the Consultant and/or his consulting engineers, are required to report in writing their observations to the Contractor and Owner.

#### 7.2 Contractor's Responsibility

The Contractor's responsibilities are defined in the General Conditions, Supplemental General Conditions, the Contract and the various Specification Sections.

### 7.3 Concealed Space Observation

Prior to the installation of any wall or ceiling material the Contractor shall notify the Consultant and Owner's Project Manager so that arrangements can be made for a review of the area proposed to be closed. The Contractor shall give as much advance notice as possible, but no less than 72 weekday hours. Preferably this task shall be scheduled on the Contractor's two week look ahead schedule.

### 7.4 Special Inspections

Special Inspections are required by the Building Code and Authority Having Jurisdiction (AHJ). Evidence of the successful completion of the Special Inspections, which are defined in the Contract Documents, must be provided by the Contractor prior to Substantial Completion.

The Contractor shall provide and maintain at the job trailer a log for sign-in by the Testing Laboratory. The Contractor's Superintendent shall monitor the log and ensure that the Testing Laboratory representative logs-in and out for each required task. The log shall also include dates and the log-in and log-out times for each inspection. The Project Superintendent shall also maintain on-site all Special Inspection reports from the Testing Laboratory.

### 7.5 Substantial Completion Inspection

Prior to requesting the substantial completion inspection by the Consultant, the Contractor shall conduct his own inspection of the construction and provide the Consultant with a list of deficiencies (punch list). He should identify areas of unacceptable quality and construction that may be incomplete. He should then work to ensure that these areas are corrected and construction is completed prior to notifying the Consultant that the project is ready for a substantial completion inspection.

The following people should be in attendance for the substantial completion inspection:

- \* General Contractor
- \* Mechanical Subcontractor
- \* Electrical Subcontractor
- \* Other Subcontractors as required
- \* Consultant
- \* Consulting Engineers
- \* Owner's Project Manager
- \* Owner's Construction Observers
- \* Owner's Maintenance Personnel

The punch list generated by the substantial completion inspection tour will be prepared by the Consultant and distributed to the Contractor and Owner.

It is essential that correction of all punch list items be completed within thirty (30)



calendar days after its formation. After correction is complete, the Contractor should notify the Consultant who will perform a follow-up review and sign off and date each item on the punch list to assure completion of each item on the punch list. Upon satisfactory completion of the deficiencies, the Consultant will submit to NISD through the Contractor a signed off punch list and AIA Document G704 Certificate of Substantial Completion.

#### 7.6 Future Maintenance

Adequate clearance around equipment, valves, VAV boxes, electric panels, controls, etc. must be taken into consideration as each item is installed. It is the Contractor's responsibility to coordinate other trades that may be involved with installation of equipment in the same area as an item that has been previously installed. Any equipment installed without the proper access or which restricts access to other equipment will be required to be removed or relocated and reinstalled to provide ample maintenance accessibility at no cost to the Owner.

#### 7.7 Systems Verification

Near the completion of the project, the Owner will conduct an all systems verification for the purpose of confirming that the mechanical and electrical systems, fire alarm, intercom, security, public address, energy management controls, etc. are operating adequately. Systems verification will occur only after the test and balance report has been completed.

### **CHAPTER 8: SCHEDULE OF VALUES AND APPLICATIONS AND CERTIFICATE FOR PAYMENT**

#### 8.1 Schedule of Values

The Contractor shall submit a completed AIA Document G703 Schedule of Values to the Consultant prior to the first Application and Certificate for Payment. A construction schedule for the entire project shall also be provided. Multiple site projects shall have a separate AIA Document G703 prepared for each site. See General Conditions Article 9.2.1.

#### 8.2 Application for Payment

The Contractor's monthly Application and Certificate for Payment shall be submitted on AIA Document G702 (see exhibit C). The various categories for the cost included in the Application and Certificate for Payment shall parallel the Schedule of Values previously submitted to the Consultant and approved by the Owner. An the Schedule of Values, AIA Document G703 shall be re-submitted with each application for payment.

The Contractor shall submit a minimum of three (3) copies of the completed Application and Certificate for Payment, Schedule of Values and supporting documents to the Consultant for review.

The following process shall be followed for submission of each application:

- \* The Contractor shall submit a rough draft of the application for payment to the Consultant a minimum of five (5) working days prior to the date of the project meeting when the formal application is set for review.
- \* The Consultant shall promptly review the draft application and advise the Contractor at least 24-hours in advance of the formal meeting of any required changes.
- \* At the formal review meeting the Consultant, Owner and Contractor shall review the formal application along with the required updated schedule, affidavit of bills paid and release of lien. If all is found to be in order the Consultant shall sign the original and each copy of the application and hand them to the Owner's Project Manager who will deliver them to the Facilities and Operation Office in-house accounting personnel for processing.
- \* Should any part of the submission found to contain error the application will be returned to the Contractor. It shall be the Contractor's responsibility to hand deliver the corrected documents to the Consultant and Owner in a timely manner to meet the Owner's payment deadlines.

Provided that an Application for Payment is reviewed under the above scenario no later than the last Wednesday of the month, the Owner shall make payment to the Contractor not later than the second Friday of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by the Owner not later than the fourth Friday of the following month after receipt of the application. See Article 9.3.1.3 of the Supplementary General Conditions.

The Owner will only allow payment for materials stored at the project site or other Owner-owned site. Materials shall be properly stored and available for inspection by the Consultant and Owner at all times.

### 8.3 Final Application for Payment

The final application for payment may not be submitted until the project has been approved by the Consultant, the Owner, and applicable governing agencies.

Additionally, the final application will not be reviewed all prerequisites for project close-out have been satisfactorily completed and delivered to the Consultant, including record drawings, lien releases, maintenance manuals, warranties, equipment instruction, etc.

## **CHAPTER 9: SCHEDULES**

### 9.1 Construction Schedules

A bar chart type "critical path method" schedule is required for all projects. The information shall be provided in a detailed format by trade, task and time frame. Each task shall be divided into defined units of work that can be measured against the

schedule. The overall project must be separated into portions or phases that can be easily monitored. The Contractor shall continuously monitor and frequently (monthly) update the schedule.

At the end of each month, the Contractor shall revise and update the master construction schedule adjusting the tasks and dates as necessary to reflect the actual condition of the project. The Contractor shall submit a revised copy of the construction schedule with each monthly application for payment.

## 9.2 Construction Delays

The Contractor shall notify the Consultant and Owner of any claim for extension of time in writing on or before the due date of the Contractor's application for payment concerning the period in which the delay began per Article 8.3.1 of the Supplementary General Conditions.

The Owner reserves the right to substitute unused monthly weather delay days for time extension days claimed for any reason by the Contractor, whether those be for delay of any kind or for change orders to the work.

The Owner, at its sole discretion, may elect to log delay days and hold such days for adjustment at the end of the contract. Time extensions for weather delays will not be granted until completion of the project, but will be logged monthly and adjusted at the end of the project, if needed.

## 9.3 School Staff Support During Workdays

Work involving existing occupied buildings requires an Owner's staff member be present during construction activities. Generally, the school custodial staff will open and close occupied facilities where construction is in progress. Facilities will be open and available during normal workdays. Extra workdays, such as, weekends and holidays, will require special arrangements with the school staff via the Owner's Project Manager. Minimum 72 weekday hour request is required in order to make adjustments in custodial hours. Short notice requests which results in overtime costs may be charged to the Contractor. A minimum of two hours time will be charged for any period in which a custodian is required.

# CHAPTER 10: CONSTRUCTION CHANGES

## 10.1 Control of Construction Changes

The Consultant will maintain a log of Proposal Requests (PR's), Allowance Expenditure Authorizations, Construction Change Directives, and Change Orders indicating the status at any time of those various documents. Only after a PR has been approved by the Owner can the change be included in an Allowance Expenditure Authorizations, Construction Change Directive or Change Order (AIA Document G701). The Consultant is responsible for assigning Change Order numbers, issuing Change Orders and

keeping current logs of approved changes.

#### 10.2 Authority to Issue Changes

The authority to order a change to a project under construction, however, rests solely with NISD. Changes in the monetary sum of the contract for sums less than \$50,000 may be made by the Owner's staff with approval of the Assistant Superintendent of Facilities and Operations. Changes in the monetary sum of the contract for sums exceeding \$50,000 require action by the Northside ISD Board of Trustees in a scheduled Board of Trustees Meeting.

#### 10.3 Proposed Change Order Procedure

Issuing the PR The Consultant issues the Proposal Request (PR) to the Contractor requesting pricing for certain defined work. When practical a PR is to be issued within ten (10) working days of the date that the Consultant finds cause for issuing the PR. The PR shall contain specific information, drawings and/or specifications related to the specific work to be priced.

Contractor's Response Within ten (10) working days the Contractor shall provide to the Consultant a detailed labor and material breakdown of the proposed pricing for the PR. Labor shall be broken down by man hours and include hourly rates and labor burden. Materials shall include all quantities, units and unit prices. Overhead and profit shall be separated for subcontractors. Overhead and profit shall be affixed for the Contractor only when the PR will be taken from funds other than the Contingency Allowance.

Consultant's Review The Consultant shall review the Contractor's response within ten (10) working days and either request further information or forward it with a recommendation to the Owner's Project Manager. If the PR is returned to the Contractor a subsequent response shall be provided back to the Consultant in no more than ten (10) working days.

Owner's Review The Owner reserves the right to return a PR for further review. In the event that a PR is returned by the Owner the Contractor shall respond with the requested information within ten (10) working days. If the PR is found to be acceptable, and if the sum is less than \$50,000, the Owner will direct the Consultant to issue a Contingency Change Order, Construction Change Directive or Change Order. If the sum exceeds \$50,000 the PR will be forwarded for Board of Trustees action.

#### 10.4 Change Orders

Contingency Change Orders Contingency change orders are drawn against a fund established within the Contract. Upon completion of the project any remaining funds will be credited by Change Order to the Owner. Upon approval of an Allowance Expenditure Authorization, by the Owner, the Consultant shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and

take effect. At that time the Contractor is authorized to proceed with the work.

Construction Change Directive A construction change directive (CCD) is issued to expedite the work in a case when time is of the essence. These documents are often issued with a "price not-to-exceed" meaning that negotiations to a final price will continue once the work is authorized. The Contractor is bound by the Contract to proceed with the work when a CCD is issued regardless of whether a final price has been agreed upon. A formal Allowance Expenditure Authorization or Change Order will follow once a final price has been determined. Upon approval of issuance of a Construction Change Directive by the Owner, the Consultant shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and take effect. At that time the Contractor is authorized to proceed with the work.

Change Order A change order is drawn against funds that are not presently within the Contract. The General Contractor is allowed to add overhead and profit to change orders. Upon approval of a Change Order by the Owner, the Consultant shall issue same with his signature, the Contractor shall sign it, and it will be finally executed by the Owner and take effect. At that time the Contractor is authorized to proceed with the work.

Board of Trustees Approval Depending on timing approval of a +\$50,000 PR by the Board of Trustees may take up to one month or more. For PR's of this type it is generally necessary to have all pricing settled no later than the first Monday of each month. Each PR must be reviewed by the Board of Trustees "Building Committee" prior to being submitted for final Board of Trustees action.

## **CHAPTER 11: RECORD DOCUMENTS**

### **11.1 Record Documents**

The Contractor and its Subcontractors shall maintain an accurate, current set of record documents as construction progresses. These record documents shall be maintained on-site in the Contractor's or Subcontractors' office area(s). All deviations from the contract set of drawings shall be noted in red for clear identification. The Consultants and Owner may periodically review the record documents.

### **11.2 Final Close-out of Project**

Within 30 days after substantial completion of the total project, the complete record documents shall be compiled by the Contractor and submitted to the Consultant.

### **11.3 Closing Documents**

The Contractor shall use a spread sheet format for submission of required close-out documents. The General Contractor shall list each subcontractor alphabetically on EXHIBIT H and will check to insure a "Release of Lien", AIA Documents G706A is included for each. Additionally, he will check that a "Payment of Debts", AIA Document

G706 is also included for each subcontractor. Each subcontractor shall fill out the form at exhibit I indicating any supplies used and their Release of Lien AIA Document G706A. Warranties shall be included for any equipment furnished. All items shall be combined in the same tab for the subcontractor.

## **CHAPTER 12: MAINTENANCE MANUALS**

### **12.1 Contents of Maintenance Manuals**

The Contractor shall prepare maintenance and operating manuals for certain pieces of equipment and systems. The Maintenance Manuals shall contain information relative to the operation and maintenance of the equipment, wiring diagrams and replacement parts lists.

### **12.2 Arrangement of Information**

Maintenance Manuals shall be bound in sturdy three-ring binders with an index on the outside explaining the contents. Each separate piece of equipment shall be separated by tabs identifying that piece of equipment. Immediately behind each tab shall be a typed list of equipment including manufacture, model number, serial number, quantity and location (plan room number of each). Provide copies of shop drawings where applicable.

### **12.3 Distribution of Maintenance Manuals**

The Contractor shall prepare three (3) copies of maintenance information on the specified equipment. Two (2) copies of this information shall be delivered to the Owner within seven (7) days following completion of installation of that particular piece of equipment if the Owner is to operate that equipment prior to final completion of the project. The remaining copy of the maintenance manuals shall be delivered to the Consultant within thirty (30) days following substantial completion of the project along with all other close-out documents.

## **CHAPTER 13: PROJECT CLEAN-UP**

### **13.1 Contractor's Responsibility**

Continual clean-up of the project and the site is the responsibility of the Contractor. On addition or renovation projects, it is extremely important that the construction area be kept as clean as possible. A complete site and building clean-up shall be accomplished each Friday leaving the site and building clean and orderly over the weekend.

### **13.2 Final Clean-up**

The Contract Documents specify the Contractor's clean-up responsibility. At a minimum the following shall be provided:

- \* Mop all ceramic, quarry and vinyl tile floors (The Contractor shall not wax vinyl floor tiles.)
- \* Vacuum and clean all carpet
- \* Clean all windows, interior and exterior finishes
- \* Clean all light fixtures, plumbing fixtures and interior equipment
- \* Remove all non-permanent labels (except fire labels)
- \* Wash and clean all paved and sidewalk areas
- \* Clean all landscaped areas

## **CHAPTER 14: WARRANTY PROCEDURES**

### **14.1 Response to Request**

The Consultant upon receipt of a warranty item shall forward it immediately to the Contractor. Upon receipt of the warranty item, the Contractor shall initiate the repair. Prior to commencing any repairs the Contractor shall contact the person who submitted the form prior to visiting the school. Upon arrival at the school, or Owner's building, each worker shall check in and sign-in at the office or reception desk in the Administration Office. All workers shall be identified by their photo i.d.

### **14.2 Repairs and Acknowledgment of Repairs**

Coordination should be made with the Owner's personnel prior to commencing repairs. In any event, Owner-designated personnel must be present to acknowledge completion of the repair and must sign off on the copy and date it. A copy shall be sent back through the Contractor/Consultant and then to the Director of Facilities Construction. The return of the signed copy constitutes completion of the request and all file copies can be so annotated.

See 6.8 Utility Shutdown/Change Over for utility interruptions required for repairs.

### **14.3 Follow-up Letters**

The Facilities Construction Department will maintain a log of all warranty items mailed through the Consultant to the Contractor. After 10 working days from initiation of the request, if the signed copy has not been returned, follow-up letters will be sent to the Consultant for their action. Warranty items which take longer than 20 calendar days to complete will be considered severely deficient and meetings may be required to ascertain the failure of the Contractor to respond. It is expected that Architects will establish their own logs and follow-up procedures to avoid meetings of this nature.

**Application and Certificate for Payment**

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACT DATE:

CONTRACTOR ☐

PROJECT NOS:

FIELD ☐

OTHER ☐

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....

2. NET CHANGE BY CHANGE ORDERS .....

3. CONTRACT SUM TO DATE (Line 1 ± 2) .....

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....

5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work

(Columns D + E on G703)

b. \_\_\_\_\_ % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....

6. TOTAL EARNED LESS RETAINAGE .....

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE .....

9. BALANCE TO FINISH, INCLUDING RETAINAGE .....

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



Document G703<sup>TM</sup> - 1992

# Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009,

Application and Certificate for Payment, Construction Manager as Adviser Edition,

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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10/21/04CD4



# AIA Document G701™ – 2017

## Change Order

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(name and address)*ARCHITECT: *(name and address)*CONTRACTOR: *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original (Contract Sum) (Guaranteed Maximum Price) was

\$

The net change by previously authorized Change Orders

\$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was

\$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

\$

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be

\$

The Contract Time will be (increased) (decreased) (unchanged) by

( ) days.

The new date of Substantial Completion will be

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

# ATTACHMENT "D"



# AIA Document G704™ – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*

**CONTRACT INFORMATION:**

Contract For:  
Date:

**CERTIFICATE INFORMATION:**

Certificate Number:  
Date:

**OWNER:** *(name and address)*

**ARCHITECT:** *(name and address)*

**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

**ARCHITECT** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE OF SUBSTANTIAL COMPLETION**

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

**CONTRACTOR** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

Northside ISD

Leroy San Miguel  
Asst. Supt. Fac. & Oper.

**OWNER** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Month/Date/Year

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Name of Insurance Company	
	INSURER B: Name of Insurance Company (if applicable)	
	INSURER C: Name of Insurance Company (if applicable)	
	INSURER D: Name of Insurance Company (if applicable)	
	INSURER E: Name of Insurance Company (if applicable)	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCT COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SAMPLE COPY**  
**DO NOT COPY**

**Northside Independent School District**  
**Facilities, Maintenance & Operations**  
 5900 Evers Road  
 San Antonio, Texas 78238  
 Phone (210) 397-1200 FAX (210) 257-1212

**WARRANTY ITEM**  
**TRANSMITTAL LETTER**

**TO:** *Facilities Compliance Coordinator*

**FROM:** *Maintenance Warranty Technician*

**PROJECT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NISD Use Only**

Facility \_\_\_\_\_  
 Facility ID # \_\_\_\_\_  
 NISD Maint WO # \_\_\_\_\_  
 Work Order Date \_\_\_\_\_  
 Contractor \_\_\_\_\_  
 Bid Number \_\_\_\_\_

*The below item was identified by NISD personnel during the project warranty period.*

**PROBLEM DESCRIPTION**


**SUBMITTED BY: (Please Print)**

**NAME:**

**SHOP:**

**WARRANTY TECHNICIAN SIGNATURE:**

**PETE UHL**

**REMARKS / CORRECTIVE ACTION**


**NISD FACILITIES CONSTRUCTION USE ONLY**

**TO: MAINTENANCE DEPARTMENT WARRANTY TECHNICIAN**

**ACKNOWLEDGEMENT: TO BE SIGNED UPON COMPLETION OF WORK**

**PRINTED**

**NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NISD CONSTRUCTION INSPECTOR**

TO BE SIGNED UPON DETERMINATION THAT IN THE BEST INTEREST OF THE DISTRICT,  
 MAINTENANCE IS TO COMPLETE ABOVE ITEM(S). SEE REMARKS, IF ANY.

**REQUEST FOR NISD MAINTENANCE SUPPORT:**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NISD DIRECTOR OF FACILITIES CONSTRUCTION**  
**OR NISD DISTRICT ENGINEER**

**MAINTENANCE SUPPORT APPROVAL:**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**ASSISTANT SUPERINTENDENT of FACILITIES & OPERATIONS**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**DIRECTOR MAINTENANCE & OPERATIONS**

# ATTACHMENT "G"

## Northside ISD Facilities and Operations Project Closeout Checklist

PM: \_\_\_\_\_

Arch: \_\_\_\_\_ / GC: \_\_\_\_\_

RFCSP# \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

CONTRACT CLOSEOUT DELIVERABLES*	RESPONSIBLE PARTY	COMPLETION DATE	COMMENTS
<b>FINANCIAL / AIA DOCUMENTS: Original Not A Copy</b>			
G702 - Application and Certificate for Payment. Submit FINAL Application for Payment.			
G706 - Contractor's Affidavit of Payment of Debts and Claims			
G706A - Contractor's Affidavit of Release of Liens			
G707 - Consent of Surety to Final Payment with Power of Attorney			
Final Change Order Log (Log must show all allowances with zero balance)			
<b>RECORD DRAWINGS: (1) Set on Double-sided 4 Mil Mylar &amp; Electronic Files on CD-Rom**</b>			
Architectural Plans			
Kitchen Plans			
Landscaping Plans			
Civil Plans			
Structural Plans			
HVAC & Plumbing Plans			
Controls Plans & Fire Sprinkler Plans ***			
Electrical			
Fire Alarm (As Builts) *** (1) copy to NISD Maint. & (1) copy to Archives			
Record Copy of Software w/Fire Alarm Panel Password***			
<b>OTHER HARD COPY DOCUMENTS</b>			
Testing & Balancing Report, including Water & Air reports			
Set of approved submittals with A/E comments (including all shop drawings)			
Maintenance & Operation manuals on all equipment (Division 2-17)			
Specifications w/ all addendums & change orders (MS Word) on CD-ROM & Project Manuals			
Completed Punch List verified by A/E and letter			
Fire Alarm Installation Certificate (FML-009A) - (1) copy to NISD Maint. & (1) posted at the Fire Alarm Control Panel ***			
Fire Alarm Certification / Completion Record *** (4) pg document from NFPA 72, fig. 4.5.2.1 ***			
Facility Data Sheet			
<b>AFFIDAVITS &amp; NOTARIZED DOCUMENTS</b>			
Asbestos free affidavit by Contractor on form ***			
Asbestos free affidavit by Architect on letterhead			
Short Term Worker / Contractor Asbestos Notification of form ***			
Warranties from General Contractor; SubContractor and Suppliers provide duplicated notarized copies (including 2 year roof warranties, Siemens and Cabling Warranty)			
G704 - Certificate of Substantial Completion			
<b>AGENCIES FORMS &amp; DOCUMENTS</b>			
TEA: "Certification of Project Compliance" from A/E			
TDLR "Closed with Compliance" letter. Plan review & inspection worksheets			
Original "Certificate of Occupancy" and/or "Letter from City"			
<b>OVERSTOCK ITEMS</b>			
Surplus materials and contract specified Overstock materials delivered to Maintenance (Paint, VCT, Ceiling Tiles, Fuses, etc.)			
Overstock Keys			

\* Final payment cannot be issued to the contractor until all documents have been received by the Owner and verified by the Architect. Confirm with Owner software compatibility.

\*\* Partial retainage may be held until A/E Team has received record drawings.

\*\*\* These documents are generated by the Contractor and are to be delivered to the Architect.

\_\_\_\_\_  
NISD Project Manager Date

\_\_\_\_\_  
Director of Facilities Construction Date

\_\_\_\_\_  
Executive Director of Construction & Engineering Date

\_\_\_\_\_  
Asst. Director of Engineering Services Date

\_\_\_\_\_  
Asst. Supt for Facilities & Operations Date

# ATTACHMENT "H"

Closing Documents  
Required of  
General Contractor

Project No:  
Contractor:  
Contract Date:

Tab	Sub-Contractor	Warrantees		Release of Lien	Payment of Debts	Consent of Surety	Cert. of Occup.
		Mat.	Labor				
A				G706A	G706	G707	
B				G706A	G706	G707	
C				G706A	G706	G707	
D				G706A	G706	G707	
E				G706A	G706	G707	
F				G706A	G706	G707	
G				G706A	G706	G707	
H				G706A	G706	G707	
I				G706A	G706	G707	
J				G706A	G706	G707	
K				G706A	G706	G707	
L				G706A	G706	G707	
M				G706A	G706	G707	
N				G706A	G706	G707	
O				G706A	G706	G707	
P				G706A	G706	G707	
Q				G706A	G706	G707	
R				G706A	G706	G707	
S				G706A	G706	G707	
T				G706A	G706	G707	
U				G706A	G706	G707	
V				G706A	G706	G707	
W				G706A	G706	G707	
X				G706A	G706	G707	
Y				G706A	G706	G707	
Z				G706A	G706	G707	

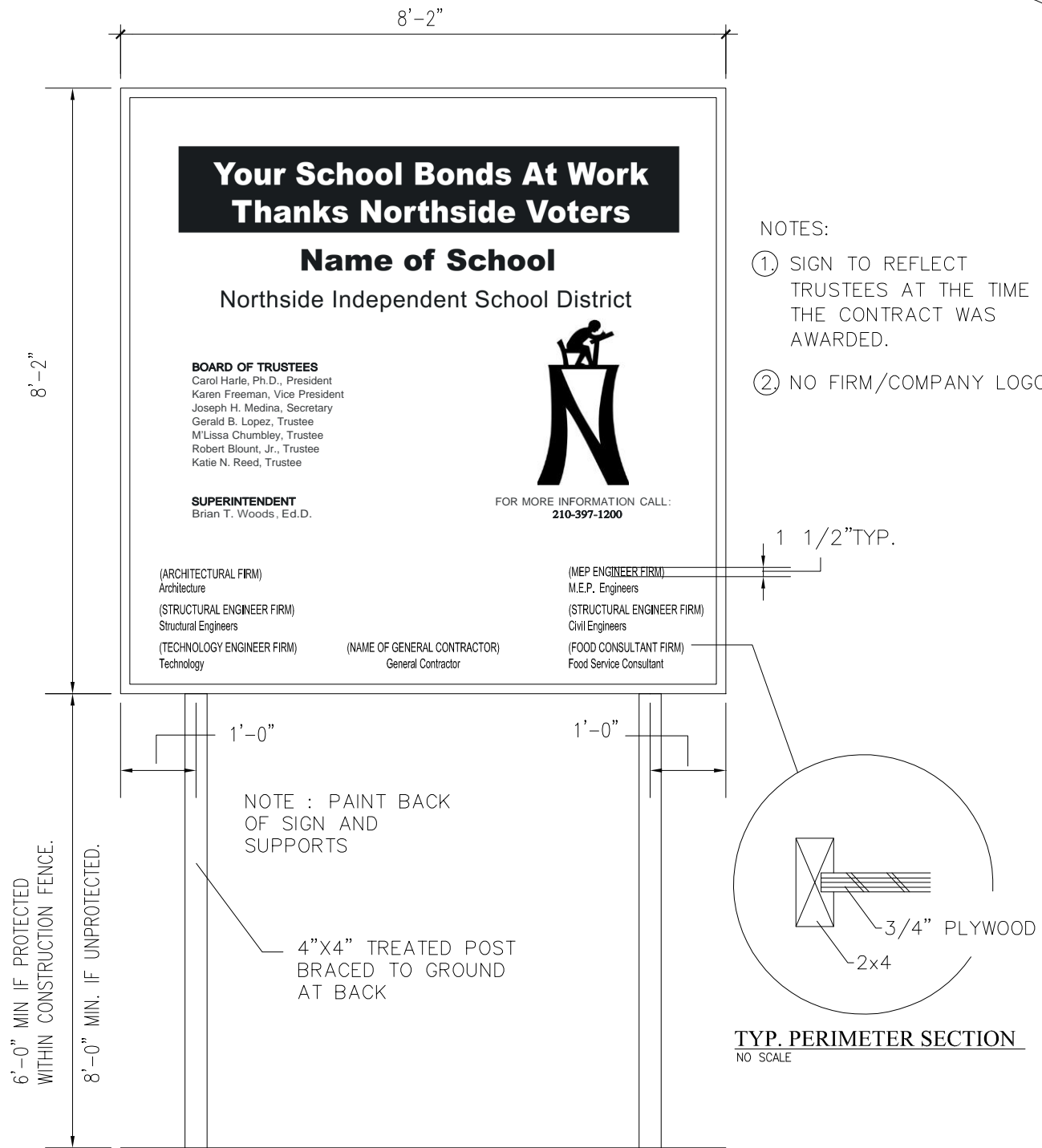


## ATTACHMENT "I"

## Closing Documents Required of Sub-Contractors

Project No:  
Sub-Contractor:  
Contract Date:

[illegible]



## FRONT ELEVATION

NOT TO SCALE

PROJECT SIGN  
FOR  
N.I.S.D.

N O R T H S I D E I N D E P E N D E N T S C H O O L D I S T R I C T  
5 9 0 0 E V E R S R D .  
S A N A N T O N I O , T E X A S

# ATTACHMENT "K"

## NORTHSIDE INDEPENDENT SCHOOL DISTRICT FACILITY DATA SHEET

FACILITY NAME:			DATE:		
DESCRIPTION	CONDITIONED AREA	UNCONDITIONED AREA	TOTAL	CONSTRUCTION COST	COST/ SQ.FT.
TOTAL					

	ARCHITECT	CIVIL	STRUCTURAL	MEP	GEN CONT
ORIGINAL BLDG.					
1ST ADD/RENOV					
2ND ADD/RENOV					
3RD ADD/RENOV					
4TH ADD/RENOV					
5TH ADD/RENOV					
6TH ADD/RENOV					

OTHER USEFUL DATA:		FACILITY CODE: 511	
PARKING SPACES AVAILABLE:		REGULAR	HANDICAPPED
TOTAL ACREAGE OF SITE:		PLATTED	UNPLATTED
ASPHALT SQ.FT. AREA:			
LEGAL DESCR.:			

## ATTACHMENT “L”

### NORTHSIDE INDEPENDENT SCHOOL DISTRICT

#### GENERAL CONTRACTOR NON-ASBESTOS MATERIALS CERTIFICATION

This will certify that no asbestos containing materials were used in the construction of this project.

NAME OF PROJECT: Playground Shade Structures at Various Elementary Schools

GENERAL CONTRACTOR: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ASBESTOS NOTIFICATION FOR SHORT TERM WORKERS

In accordance with Federal Regulation 40 CFR 763.84(d), short term workers are hereby notified that they may come in contact with asbestos containing building materials while on NISD property. Floor plans identifying known asbestos containing materials, if applicable, will be distributed prior to the beginning of any work.

Contractors will be required to sign a statement certifying that this notification has been provided by NISD.

## SHORT TERM WORKER/CONTRACTOR ASBESTOS NOTIFICATION

\_\_\_\_\_, as a Contractor for Northside Independent  
(NAME OF CONTRACTOR)

School District has been given notice that asbestos-containing materials may be encountered during construction/renovation at

Playground Shade Structures at Various Elementary Schools.  
(NAME OF PROJECT)

If applicable, I have received a copy of existing floor plans showing areas known to contain asbestos containing materials. This notification is given in accordance with Federal Regulation 40 CFR 763.84(d).

RECEIVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

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.

**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 services, goods, or other property to be provided under the contract.

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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## ATTACHMENT “N”

### Project Name: Playground Shade Structures at Various Elementary Schools

Updated 10/20/20

#### NISD Pre-Installation or Pre-Construction Meetings

All the meetings shall be coordinated with NISD Project Manager.

#### Division 2 – Site Work

- \_\_\_\_\_ Site Work/Drainage/Utilities
- \_\_\_\_\_ Drilled Piers
- \_\_\_\_\_ Irrigation
- \_\_\_\_\_ Landscaping
- \_\_\_\_\_ Modular Block Retaining Wall
- \_\_\_\_\_ Playground

#### Division 3 – Concrete

- \_\_\_\_\_ Concrete (place – finish)
- \_\_\_\_\_ Stucco/Plaster

#### Division 4 – Masonry

- \_\_\_\_\_ **Unit Masonry Assemblies:** 2 week minimum prior to starting work in this section. (before lock work starts) *\*Note: this meeting to be combined with Dampproofing and Storefront, Windows and Glazing.*

#### Division 5 – Metals and Division 6 - Carpentry

- \_\_\_\_\_ **Structural Steel** General Contractor, Consultant, NISD Inspector, Structural Engineer Erector Sub Contractor, and Testing Lab.
- \_\_\_\_\_ **Finish Carpentry and Millwork.**

#### Division 7 – Thermal and Moisture Protection

- \_\_\_\_\_ **Dampproofing:** 2 weeks minimum prior to starting work in this section. *\*Note: this meeting to be combined with Unit Masonry Assemblies and Storefront, Windows and Glazing.*
- \_\_\_\_\_ **Waterproofing**
- \_\_\_\_\_ **Roofing – (Metal, Torch Applied Modified Bitumen Roof System, etc):** 2 weeks min prior to deck installation. GC, Roofing subcontractor, Mechanical Electrical and Plumbing subcontractor, Roofing Materials supplier, roofing consultants, Architect, NISD Roofing Inspector, and NISD Executive Director of Construction and Engineering.
- \_\_\_\_\_ **Sprayed on the Fire Proofing:** 1 week min. prior to starting work in this section.
- \_\_\_\_\_ **Exterior Finish Insulation System EIFS:** 1 week minimum prior to starting work in this section.
- \_\_\_\_\_ **Gypsum Drywall (Includes all stud framing for GWB or sheathing)**

#### Division 8 – Doors and Windows

- \_\_\_\_\_ **Storefront, Windows and Glazing:** 2 week min prior to starting work in this section. *\*Note: This meeting to be combined with Unit Masonry Assemblies and Dampproofing.*

#### Division 9 – Finishes

- \_\_\_\_\_ **Tile – Quarry, Ceramic, and VCT:** 1 week minimum prior to starting work in this section.
- \_\_\_\_\_ **Painting**

#### Division 22-23 – Mechanical & Division 26 - Electrical

- \_\_\_\_\_ **HVAC/Plumbing/Electrical/Firesprinkler**
- \_\_\_\_\_ **Controls – Controls and HVAC sub at this meeting.**

#### Division 27 – Telecommunication

- \_\_\_\_\_ **Telecomm and Cabling**
- \_\_\_\_\_ **Security**

ATTACHMENT “N”

**Project Name: Playground Shade Structures at Various Elementary Schools**

Updated 10/20/20

**NISD Pre-Installation or Pre-Construction Meetings**

All the meetings shall be coordinated with NISD Project Manager.



## ATTACHMENT "O"

### Weather Data Sheet for San Antonio, Texas (Rain related)

Month	30 Year Average Rainfall	Average Rain Days*
January	1.71	8
February	1.81	8
March	1.52	9
April	2.59	6
May	4.22	7
June	3.71	8
July	2.16	7
August	2.54	6
September	3.41	8
October	3.17	9
November	2.62	8
December	1.51	7
TOTALS	30.97	91

\*Rain days expressed here to the nearest whole day.

Data gathered from NOAA web site:

<http://www.srh.noaaa.gov/FTPROOT/EWZlhtml/cli/satnorm.htm>

A rain day, for the purposes of this contract, shall be defined as any day where work on the project is substantially affected by the weather or muddy conditions so as to materially affect the critical path of the project. A minimum of 0.20 inches of rain must be measured and documented at the site by an Owner-recognized gauging device provided by the Contractor. Extensions of time for weather-related delay shall be exclusively defined by terms outlined in the Supplementary General Conditions and Owner's Special Conditions.

SECTION 01 10 00  
SUMMARY

PART 1 – GENERAL

1.1 PROJECT

- A. Project Name: Playground Shade Structures at Various Elementary Schools
- B. Owner's Name: Northside Independent School District
- C. Engineer's Name: Moy Tarin Ramirez Engineers, LLC
- D. Playground Shade Structures at Various Elementary Schools will consist of the following: Provide shade structures at the upper and lower-level playgrounds at 38 elementary schools and all other work *as indicated on the drawings and specifications to include all general construction, site work, and all other work as indicated on the construction documents*
- E. CPS charges and Impact fees, if any, will be paid for by the owner.
- F. The site will be open and available for inspection as determined at the Pre-Proposal Conference to be held at 9:00 am on January 8, 2021 at NISD Engineering Services, 5900 Evers Rd, Bldg. E, San Antonio, TX 78238. All persons desiring to submit a proposal are encouraged to attend this conference.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00500 - Agreement.

1.3 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied or removed by the owner as noted in the construction plans.

1.4 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.

- B. Arrange use of site and premises to allow:
  - 1. Work by Others, if applicable.
  - 2. Work by Owner, if required by owner.
  - 3. Use of site and premises by the public, if requested by Owner.
- C. Provide access to and from site as required by law and by Owner:
- D. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to the hours of 8 AM to 5 PM.
  - 2. Construction traffic shall not enter or exit the project site on school days between the hours of 8:30 AM through 9:30 AM and 3:45 PM through 4:45 PM, due to school traffic.
  - 3. Owner reserves the right to suspend work for up to five (5) days due to district testing at no additional cost to the contract.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00  
PRICE & PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.2 RELATED SECTIONS

- A. Document 00800 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit. Percentage allowances for Contractor's Labor Burden, with an itemized list of all that is included.
  - 1. Section 01 21 00 - Allowances: Payment procedures relating to allowances.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.

1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
  - 1. Contractor's standard form or electronic media print out may be considered for use.
    - a. Submit a sample form to the Engineer for review and approval.
    - b. Form shall have all the elements of AIA Form G703 as a minimum.
    - c. This consideration will be made only with the understanding that the submitted form has the exact and full force and effect of the AIA Form G703 and does not alter in any way AIA Form G702.
  - 2. AIA Form G703 must be used unless approved otherwise by the Engineer.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
  - 1. Submit Schedule of Values, for review and approval by the Engineer, more than 10 days prior to the first Application for Payment
  - 2. An approved Schedule of Values must be submitted with the first request

- 3. for payment and all subsequent requests for payment.  
The Schedule of values may only change by Change Order after it has been approved.
- C. The Schedule of Values and the Construction Progress Schedule shall directly correlate. The work completed in the current period must be accurately reflected in both documents.
  - 1. Only items which have been accomplished and shown in the Construction Progress Schedule for the current time period may be claimed in the Application and Certificate for Payment (request for payment).
  - 2. The Owner/Engineer has the right to ask for and receive additional information or definition on any or all items, including further breakdown.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
  - 1. Further breakdown may be required for separately identified items, systems, procedures or processes.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.
  - 1. Each Change Order must be separately listed and its contents itemized.
- G. The entire Schedule of Values must be legible. A minimum ten (10) point font size is recommended. Illegible documents will not be accepted. Legibility is determined by the Engineer.

#### 1.4 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
  - 1. AIA Form G702 Application and Certificate for Payment is the only form approved for use. Use of any other form is cause for rejection of the application and certificate for payment.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values. Include an itemized Schedule of Values for each Change Order.
  - 4. Previous Applications.

5. Work in Place and Stored Materials under this Application.
    - a. When stored materials are claimed, provide a copy of a paid invoice or receipt from the source of the material. Unpaid stored materials are not allowed to be requested for payment.
    - b. Whenever stored materials have not been installed by the time a subsequent Application and Certificate for Payment is due, create a footnote or a new line item identifying the material or materials separately as "previously listed and not installed." Include the accurate amount(s) for each item. Carry this (these) footnote(s) or line item(s) forward until the materials are installed.
  6. Authorized Change Orders.
  7. Total Completed and Stored to Date of Application.
  8. Percentage of Completion.
  9. Balance to Finish.
  10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
  1. Identify contents of Change Order.
  2. Itemize contents of Change Orders. Reflect in both the Schedule of Values and the Construction Progress Schedule.
- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  1. Transmittal letter as specified for Submittals in Section 01 30 00.
  2. Construction progress schedule, revised and current as specified in Section 01 30 00 and Section 01 32 16.
    - a. The Construction Progress Schedule must be fully coordinated with the Application and Certificate for Payment Continuation sheet AIA G703 or equivalent approved sheet.
    - b. Lack of coordination is cause for rejection of the Application and Certificate for Payment.
  3. Current construction photographs specified in Section 01 30 00.
  4. Partial release of liens from major Subcontractors and vendors.
  5. Provide an itemized list of entries made to the Record Set of documents made since the last Application for Payment. The Owner and Engineer may review the record set at the project site for this information. If no entries were made to the Record Set, the Contractor shall make a written statement to that effect. If entries to the Record Set of documents are due, however, not yet entered, provide a list of items to be entered to this set.
  6. Affidavits attesting to off-site stored products.
    - a. Prior approval by the Owner is required before off-site stored products may be submitted. Submittal without prior approval is

- b. cause for rejection of payment for these items. Products must be suitably stored, marked and maintained separately from other contents of the building. Site must be available for Owner or Engineer to verify storage of products.
  - c. Proof of an appropriate current bond for the site of the stored materials is required.
  - d. Provide an appropriate insurance policy for the stored materials of this project as contents of the site. The policy shall cover the replacement of the stored materials without additional cost to the Owner.
- 7. Provide 'Paid' receipts for stored items if requesting payment for these items. Payment by Owner will not be made to Contractor without the 'Paid' receipts.
- 8. Provide a separate sheet indicating Time and Dollar expenditure percentages:
  - a. Provide ratio of time spent to the total time of the contract expressed as a percentage.
  - b. Provide ratio of total dollars (requested to date) to the current contract total expressed as a percentage.
- 9. Provide an updated Submittal Schedule.
- 10. Provide a current Submittal Log indicating the status of each item.
- 11. Provide a current RFI (Request for Information) Log indicating the status of each item.
- 12. Provide Certified Payrolls for the Contractor and Subcontractors covering the current payment period.
- J. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

## 1.5 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- C. Construction Change Directive: Engineer may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change in Work.
- D. Proposal Request: Engineer may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and

specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ten (10) days.

- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount:
  - 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  - 4. For change ordered by Engineer without a quotation from Contractor, the amount will be determined by Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. Provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract on AIA G701.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
  - 1. If a Change Order contains more than one item, separately itemize on the Schedule of Values and the Construction Progress Schedule.



- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.6 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 70 00.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 21 00  
ALLOWANCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency allowance.
- C. Payment and modification procedures relating to allowances.

1.2 RELATED SECTIONS

- A. Section 01 20 00 - Price & Payment Procedures: Additional payment and modification procedures.

1.3 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts delivery to site and applicable taxes.
- B. Costs Not Included in Cash Allowances: Product handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- C. Engineer Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.
- D. Contractor Responsibilities:
  - 1. Assist Engineer in selection of products, suppliers, and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.

1.4 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.5 INSPECTING AND TESTING ALLOWANCES

- A. All special inspections and necessary construction material testing will be provided by Northside ISD's consultant at their expense. Contractor is responsible for scheduling and addressing any comments received from the special inspections. Retests will be provided at the Contractor's expense.

1.6 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include the stipulated sum/price of **\$45,000.00** for the **Playground Shade Structures at Various Elementary Schools** for use upon Owner's instructions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

## SECTION 01 22 00

## UNIT PRICES

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

## 1.2 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

## 1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

## 1.4 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.

- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

## 1.5 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit sum/price.
- B. Payment will not be made 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 the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected Products.

## 1.6 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of Engineer.
  - 2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of Engineer.
- C. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.
  - 2. The defective Work will be partially repaired to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the

discretion of Owner.

- D. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- E. The authority of Engineer to assess the defect and identify payment adjustment is final.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00  
ALTERNATIVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Alternative submission procedures.
- B. Documentation of changes to Contract Sum and Contract Time.

1.2 RELATED SECTIONS

- A. Instructions to Offerers: Instructions for preparation of pricing for alternatives.
- B. Agreement: Incorporating monetary value of accepted alternatives.

1.3 ACCEPTANCE OF ALTERNATIVES

- A. Alternatives quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternatives will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternative.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittal Schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Request for Information.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals
- J. Submittal procedures.
  - 1. Transmittal Letter.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Summary: Stages of the Work, Work covered by each contract, occupancy, and phase of the work.
- B. Section 01 70 00 - Execution & Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents.

1.3 PROJECT COORDINATION

- A. Cooperate with the Owner and Engineer in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Owner and Engineer.
- C. Comply with Contract Documents procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.



- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work.
- F. Make the following types of submittals to Engineer:
  - 1. Requests for Information.
  - 2. Shop drawings, product data, and samples.
  - 3. Test and inspection reports.
  - 4. Manufacturer's instructions and field reports.
  - 5. Applications for payment and change order requests.
  - 6. Progress schedules.
  - 7. Coordination drawings.
  - 8. Closeout submittals.

#### 1.4 SUBSTITUTIONS

- A. Request for substitutions prior to Bid.
  - 1. Submit request for substitutions for approval not later than 14 days prior to the bid date. Upon review by the Engineer and if approved, notification will be made by Addendum.
  - 2. No response constitutes no approval. The proposed product may not be used on this project for the proposed use.
  - 3. Rejection of proposed substitute may be made by letter or memo from the Engineer at the Engineers sole discretion.
  - 4. Use the "Substitution Request (Pre-Bid)" form to accompany the back up material for consideration.
    - a. The form shall be signed by a person authorized to conduct the construction of the proposed project. Signature of the form by secretarial or clerical personnel is cause for rejection.
- B. Substitutes shall not be proposed or submitted with the bid. Substitutes will not be considered if submitted with the bid.
- C. Request for substitution after the Bidding phase:
  - 1. Substitutions may be considered for use after the Owner-Contractor Agreement has been signed.
  - 2. Submit the request for substitution within 30 days of Contract (Owner-Contractor Agreement) date.
  - 3. Use the "Substitution Request (Post-Bid & After Execution of the Contract)" form to accompany the back up material for consideration.
    - a. The form shall be signed by a person authorized to conduct the construction of the proposed project. Signature of the form by secretarial or clerical personnel is cause for rejection.
  - 4. Notification of approval for the proposed substitute will be made by Engineers Supplemental Instruction (ASI).
  - 5. No response constitutes no approval. The proposed product may not be used on this project for the proposed use.
  - 6. Notification of rejection may be made by letter or memo from the Engineer at the Engineers sole discretion.

- D. Consideration of substitutes:
  - 1. Any product, system or procedure not specifically listed or described in the Contract Documents is subject to rejection.
  - 2. Where a listed manufacturers product is submitted, and this product is not the one described in the Contract Documents, the submitter must provide a point for point comparison of the submitted proposed product to the product described in the Contract Documents.
    - a. The Engineer will review the data to determine if it will be accepted.
    - b. Products with incomplete comparison data are subject to rejection.
    - c. Products determined by the Engineer not to be essentially equivalent, or appropriate, or desired, or better than the described product in the Contract Documents will be rejected.
    - d. Products with incomplete comparison data are subject to rejection.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.1 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor.
  - 4. Major subcontractors.
  - 5. Contractor's Superintendent.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, Major Subcontractors, and Engineer.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Scheduling activities of a Geotechnical Engineer.
  - 9. Hazardous Material (hazmat) permits, scheduling, monitoring.
    - a. Contractor shall apply for permit and make arrangements for monitoring the abatement of asbestos, polychlorinated biphenyl (PCB), lead based paint, and any other hazardous material.
    - b. Contractor shall indicate these activities on the Construction Progress Schedule.
  - 10. Use of premises by Owner and Contractor.
  - 11. Owner's requirements and partial occupancy prior to completion.
  - 12. Construction facilities and controls provided by Owner.

13. Temporary utilities provided by Owner.
14. Survey and building layout.
15. Security and housekeeping procedures.
16. Schedules.
17. Application for Payment procedure.
18. Procedures for testing.
19. Procedures for maintaining record documents.
20. Requirements for start-up of equipment.
21. Inspection and acceptance of equipment put into service during construction period.

- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### 3.2 PROGRESS MEETINGS

- A. Schedule meetings throughout progress of the Work at monthly intervals.
  1. Provide meeting space for 10 to 20 individuals.
- B. Engineer will prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Contractor's Project Manager, Job superintendent, major Subcontractors and suppliers, Owner, Project Manager, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meeting.
  2. Review of Work progress.
  3. Field observations, Questions, and decisions.
  4. Identification of unforeseen conditions which impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Updates to Record Drawings.
  14. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### 3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement or the date established in Notice to Proceed, whichever comes first, submit preliminary schedule.

- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
  - 1. Failure to submit an approved schedule will result in the rejection of the Application and Certificate for Payment.
  - 2. Schedule shall be current and fully coordinated with the Application and Certificate for Payment.
    - a. Lack of coordination is cause for rejection of Application and Certificate for Payment.
- F. Updated Schedules need to clearly identify changes (by cloud) from the previous schedule if changes are other than a reflection of the work accomplished when submitted with the request for payment.
- G. Contractor shall provide a remediation plan whenever unapproved changes are made or other event alters the scheduled work.

### 3.4 SUBMITTAL SCHEDULE

- A. The Contractor shall submit a Schedule of Submittals within 30 day of the notice to proceed, unless noted otherwise.
- B. Schedule must be approved by Engineer before any submittals are delivered.
  - 1. Engineer will review and respond to submitted Submittal Schedule within 14 days after receipt in Engineers office.
  - 2. Revise and Resubmit for approval when required by Engineer.
  - 3. Schedule cannot be approved in part. Entire schedule must be approved before submittals can begin.
- C. Indicate Specification Section number, item description, proposed date of submittal, and list of any other items or submittals with which this item must be coordinated.
  - 1. Follow numbering procedures identified in paragraph entitled "Submittal Procedures" located below in this Section.
- D. Schedule shall contain itemized list of Shop Drawings, Product Data, Samples, and / or similar submittal requested by the Contract Documents.
  - 1. Also Include and separately identify the following in the schedule (itemize each):
    - a. Identify submittals with Professional Engineer Requirements.
    - b. Identify Manufacturer Qualification Requirements.
    - c. Identify Installer Qualification Requirements.

- d. Mockup Requirements
  - e. Pre-installation Meeting Requirements.
  - f. Special Warranty Requirements.
  - g. Identify products and submittals with Extra Material Requirements.
  - h. Identify all Field Testing Requirements. Include anticipated date of testing and expected date of test report delivery to Engineer and Owner.
- E. Indicate the time required for delivery of the specified item (product, material, report, activity, document, event or other item) to the site after the approval of the submittal.
- F. Submit an updated Submittal Schedule with each Application and Certificate for Payment.

### 3.5 PROGRESS PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Engineer.
- B. Take photographs on date for each application for a payment and as follows:
- 1. Site clearing.
  - 2. Excavations.
  - 3. Foundations.
  - 4. Structural framing.
  - 5. Enclosure of building.
  - 6. Final completion.
- C. Take photographs as evidence of existing project conditions as follows:
- 1. Interior views: Photographs demonstrating construction progress over the previous submittal.
  - 2. Exterior views: All cardinal views and overall views all around the building and site.
- D. Views:
- 1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
  - 2. Consult with Engineer for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Prints: Full color; three prints of each view. Provide three sets of photos with each Application and Certificate for Payment copy submitted.
- 1. Glossy: smooth texture; white tint; single weight; contrast grade 4, extra hard.
  - 2. Size: 3-1/2 x 5 inch; mounted for binder and tabs. Mount four to one side of a page.
  - 3. Identify each print on back. Identify name of Project, contract number, phase, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.

4. Provide Key Map of site and floor plan locating photograph point of origin.
  5. One set of photos may be submitted with two sets of clear, accurate, color xerox paper copies in lieu of the three photo sets. Black and white photos or copies are not acceptable.
- F. Deliver prints with each Application for Payment with transmittal letter specified in this Section.
- G. Negatives remain property of photographer. Require that photographer maintain negatives for ten years from Date of Substantial Completion.

### 3.6 COORDINATION DRAWINGS

- A. The General Contractor shall prepare coordination drawings required to facilitate planning and execution of the work of the various subcontractors, trades, and suppliers.

### 3.7 REQUEST FOR INFORMATION

- A. Request For Information (RFI) shall be made for the purpose of clarifying the Contract Documents.
- B. Submit issues that cannot be reasonably inferred from the Contract Documents.
1. List only one (1) item per Request For Information.
  2. Consecutively number each RFI beginning with the number "1."
  3. Issues clearly indicated in the Contract Documents will not be responded to in writing.
    - a. An RFI with an issue clearly indicated in the Contract Documents will be voided. The RFI number will not be reused.
- C. Requests For Information (RFI's) shall be submitted on the attached form following this section. This form shall not be modified. Use of any other form will not be accepted.
1. RFI's are to be signed by the Contractor's Superintendent, Project Manager or other individual approved by the Engineer.
    - a. The Contractor shall submit, for approval of the Engineer, the printed name, signature, hand written initials and resume of the proposed personnel.
    - b. Only the signature or hand written initials by the approved individuals will be accepted on the RFI's.
    - c. RFI's shall be signed by a person authorized (and recognized by the Engineer) to conduct the construction of the proposed project. Signature or initials of the form by secretarial or clerical personnel is cause for rejection.

### 3.8 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.

4. Samples for verification.
- B. The Contractor must review and approve submittals prior to sending them to the Engineer.
1. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
    - a. The Contractor is required to submit, for approval of the Engineer, a copy of the terminology of the Contractors submittal stamp. This stamp must address solely the Contractors review for compliance with the Contract Documents as stated in the above sentence.
      - 1) Contractor shall have made a rubber stamp bearing the Contractors name, the approved terminology, a line for signature and a line for the date of the signature/initial.
    - b. A sample of acceptable terminology and suggested format for the "Contractors Submittal Review Statement" stamp is attached at the end of this Section.
    - c. Submittals are to be signed by the Contractor's Superintendent, Project Manager or other individual approved by the Engineer.
      - 1) The Contractor shall submit, for approval of the Engineer, the printed name, signature, hand written initials and resume of the proposed personnel.
      - 2) Only the signature or hand written initials by the approved individuals will be accepted on the submittals.
      - 3) Submittals shall be signed by a person authorized (and recognized by the Engineer) to conduct the construction of the proposed project. Signature or initials of the form by secretarial or clerical personnel is cause for rejection.
    - d. Contractor shall notify the Engineer immediately of deviations from Engineer/Engineer approved submittals.
  2. Lack of the above certification and signature or initials by the Contractors authorized reviewer will result in the return of the submittal(s) without review by the Engineer/Engineer.
  3. In the unlikely event that it appears that no review or only a cursory submittal review was made, the submittal will be returned for a thorough review by the Contractor.
- C. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
1. The approval or other action indicated by the Engineer is based on information given and the design concept expressed in the Contract Documents. Approval does not relieve the Contractors responsibility to comply with every requirement of the Contract Documents unless proposed deviations have been defined in writing and specifically noted as approved on the submittal. The Contractor must verify all dimensions, quantities, and provisions for other work.

- D. Samples will be reviewed only for aesthetic, color, or finish selection.
  - 1. All Color and Finish submittals must be submitted within 60 days of the date of the Agreement or the Notice to Proceed, whichever comes first.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.
- F. Submittals not reviewed and approved by the Contractors authorized personnel

### 3.9 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner. No action will be taken.

### 3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
    - a. Provide one reproducible set of the drawings on Mylar.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

### 3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus 1 or 2 (1 for Engineer plus 1 for applicable consultants)) which will be retained by the Engineer. Also provide in digital format (PDF preferred).
  - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions which Contractor requires, plus 1 or 2 (1 for Engineer plus 1 for applicable consultant(s)) which will be retained by Engineer. Also provide in digital format (PDF preferred).
- B. Contractor is to maintain the Owner's Record set of Submittals.



- C. Documents for Information: Submit same number of copies as for Documents For Review above.
- D. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- E. Samples: Submit the number specified in individual specification sections; five of which will be retained by Engineer.
  - 1. Actual samples are required for color. Printed color samples are not acceptable.
  - 2. After review, produce duplicates.
  - 3. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.12 SUBMITTAL PROCEDURES

- A. Submit for approval a Schedule of Submittals. Refer to paragraph above entitled "Submittal Schedule."
- B. Submit for approval the full names of the General Contractor's Superintendent or Project Manager along with their signature and initials which they will use in confirming the General Contractors review of the submittals certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
  - 1. Include each individual's phone number, pager number, mobile phone number and fax phone number.
  - 2. Submit the same information for personnel which may replace these individuals at the time of replacement.
  - 3. Only personnel authorized to conduct the construction of the proposed project shall be considered.
  - 4. Signature of secretarial or other clerical staff is not acceptable.
- C. Submittals will begin processing only after approval of Submittal Schedule and approval of signing individual(s).
- D. Transmit each submittal with approved form.
  - 1. Transmittal Form shall be form AIA Doc G810 or other approved form bearing the same information.
- E. Sequentially number the transmittal form. Provide Specification section number for item submitted then a Dash (-) and the number 1 for the first product submitted under that section. Examples follow including numbering for revised submittals:
  - 1. The first item submitted from a section would be "09260-1";
  - 2. The second item from that section would be "09260-2", the third would be "09260-3", and so forth.
  - 3. If submittal "09260-2" needed to be revised and resubmitted, the number for the resubmittal would have an alphanumeric suffix added (R#), for example: "09260-2R1"

4. If another resubmittal was necessary, the number for the resubmittal would be "09260-2R2".
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- G. Apply approved Contractor's stamp, signed or initialed by the General Contractor's Superintendent, or Project Manager, or other approved individual. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so (when the missing limited information becomes available), and has checked and coordinated the information contained within such submittals with *the* requirements of the Work and of the Contract Documents.
  1. Statements, and/or notes, and/or directions to others (including, but not limited to, subcontractors and suppliers) in the stamped statement are cause for rejection of the submittal.
  2. Signature or initial by anyone other than General Contractor's Superintendent or Project Manager or approved individual are cause for rejection.
  3. Stamped statements differing from the approved statement will not be recognized and are cause for rejection of the submittal.
- H. Partial or incomplete submittals will not be accepted unless previously approved in writing.
- I. Deliver submittals to Engineer at business address.
- J. Schedule submittals so as to maintain the approved Project schedule, and coordinate submission of related items.
- K. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. The Engineer has the right to notify the Contractor when more time may be necessary.
  1. Submittals received on Friday after 10 AM will be logged in on the following workday (Monday, in most cases) and the 15 day for review period begins on the day of the log-in at the Engineers office.
- L. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- M. Provide space for Contractor and Engineer review stamps.
- N. When revised for resubmission, identify all changes made since previous submission. All changes must be clearly marked. Add a cloud around changes on drawings, schedules and written literature.
- O. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- P. Submittals not requested will not be recognized or processed.

- Q. Pick-up reviewed submittals at the office of the Engineer when notified by the Engineer. The Contractor is solely responsible, at the Contractors expense, for the delivery and pick-up of the submittals. The Contractor shall make full arrangements for pick-up and delivery of submittals if not able to do so with the Contractor's own forces.

END OF SECTION

SECTION 01 32 16  
CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, with network analysis diagrams and reports.

1.2 RELATED SECTIONS

1.3 REFERENCES

1.4 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- E. Within 10 days after joint review, submit complete schedule.
- F. Submit updated schedule with each Application for Payment.
- G. Submit one reproducible transparency and two opaque reproduction.
- H. Submit under transmittal letter form specified in Section 01 30 00.

1.5 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.6 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

- B. Sheet Size: Multiples of 8-1/2 x 11 inches.
- C. Scale and Spacing: To allow for notations and revisions.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a preliminary network diagram.

### 3.2 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Coordinate content with schedule of values specified in Section 01 20 00.
- J. Provide legend for symbols and abbreviations used.

### 3.3 NETWORK ANALYSIS

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
  - 1. Preceding and following event numbers.

2. Activity description.
  3. Estimated duration of activity, in maximum 15 day intervals.
  4. Earliest start date.
  5. Earliest finish date.
  6. Actual start date.
  7. Actual finish date.
  8. Latest start date.
  9. Latest finish date.
  10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
  11. Monetary value of activity, keyed to Schedule of Values.
  12. Percentage of activity completed.
  13. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest.
  2. By amount of float, then in order of early start.

### 3.4 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Engineer at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### 3.5 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
  1. Correlate activities shown on Construction Progress Schedule with the amounts shown in the request for payment for the current time period.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate contractors.

### 3.6 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

### 3.7 OWNER MODIFICATION TO SCHEDULE

- A. The Owner reserves the right to suspend work for up to five (5) days due to District testing at no additional cost to the contract.

END OF SECTION

## SECTION 01 33 00

## SUBMITTALS

## PART 1 – GENERAL

## 1.1 REQUIREMENTS INCLUDED

Procedures required for submittal items specified in General Conditions of the Contract for Construction, Division 1 and individual Specification Sections to include:

- A. Construction Progress Schedules.
- B. Schedule of Values.
- C. Requirements specified in individual Sections.
- D. Shop Drawings.
- E. Product Data, manufacturer's specifications, instructions, manuals and certificates.
- F. Samples.

## 1.2 RELATED REQUIREMENTS

- A. General Conditions of the Contract for Construction.
- B. Section 01 30 00 – Administrative Requirements.
- C. Section 01 60 00 – Product Requirements: Manufacturer's instructions and Contractor's list of Products.
- D. Section 01 70 00 – Execution & Closeout Procedures.
- E. Section 01 78 00 – Closeout Submittals.

## 1.3 PROCEDURES

- A. Deliver submittals to Engineer at 12770 Cimarron Path, Suite 100, San Antonio, Texas 78249. Email delivery of submittals will be allowed if prior coordination is taken.
- B. Transmit each item under Engineer approved form. Identify Project, Contractor, subcontractor, major supplier. Identify pertinent Drawings sheet and detail number and specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect.
- C. Submit initial progress schedules and schedule of values in duplicate within 7 days after award of Contract. After review by Engineer revise and resubmit as



required. Submit revised schedule of values reflecting changes since previous submittal.

- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After Engineer review submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

#### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit a horizontal bar chart with separate bar for each major trade or operation identifying first Work day of each week.

#### 1.5 LIST OF MATERIALS

- A. List of Materials, within 30 calendar days after issuance of Notice to Proceed:
  - 1. Tabulated by relevant Specifications Section in triplicate.
  - 2. Upon review by Owner and Engineer, the Engineer will notify the Contractor if the Owner or Engineer have any objections to any parties on the list. Acceptance of any subcontractor or material supplier will not relieve the Contractor from responsibilities called for in the Contract Documents; nor will acceptance of any subcontractor establish approval of any particular process or material.
  - 3. Contractor shall submit, in triplicate, a list of the following types of materials proposed for installation:
    - a. Materials not specified.
    - b. Materials selected from a Section citing more than one manufacturer.
    - c. Materials selected to conform to referenced standard.
  - 4. List shall be tabulated by Specifications Section and include the name and manufacturer of each material. For materials specified by referenced standards, also include the following:
    - a. Specifications Section.
    - b. Address of manufacturer.
    - c. Trade name.
    - d. Model and catalog number.
    - e. Manufacturer's data: Performance and test data and referenced standards.
  - 5. Contractor is solely responsible for bidding the items specified in the various Specifications Sections. Any substitutions shall be submitted in accordance with Section 01 60 00.
  - 6. The Contractor shall not submit any material for approval that cannot be verified as currently in production; no discontinued materials shall be submitted. The Contractor shall provide proof of product availability as requested by Engineer or Owner.

## 1.6 SCHEDULE OF VALUES

- A. Within 3 weeks after Notice to Proceed, submit a Schedule of Values, in triplicate, for approval by Engineer and Owner. This breakdown shall be done by subdividing the schedule values into line items and distributing the total Contract Amount to each separate subcontract for each phase of construction. The more detail included in the Schedule of Values, the easier it is for the Owner and Engineer to review the Contractor's Monthly Estimate for Partial Payment.
- B. Include in each line item a directly proportional amount of Contractor's overhead and profit.
- C. Include allowances as separate line items.
- D. Revise schedule to list change orders, prior to each application for payment.

## 1.7 SUBMITTAL DELIVERY SCHEDULE

- A. Submit Submittal Delivery Schedule within 30 calendar days after notification of Contract Award.
  - 1. Project Number.
  - 2. Specification Section number.
  - 3. Name of Subcontractor.
  - 4. Description of Work and/or material.
  - 5. Work Progress activity or event identification.
  - 6. Dates scheduled for first submittal, re-submittal and final approval.
  - 7. All submittal written data shall be on 8-1/2" x 11" paper, typed and include a complete standard title/action block.

## 1.8 SHOP DRAWINGS

- A. Submit two copies that will be retained by the Engineer. Reproductions of the Contract Documents will not be acceptable.

## 1.9 PRODUCT DATA

- A. Mark each copy to identify applicable products, options, and other data; supplement manufacturer's standard to provide information unique to the Work. Include manufacturer's installation instruction when required by the Specification Section.
- B. Submit the number of copies that Contractor requires (including one copy for Record Documents), one copy for Owner plus two copies that will be retained by Engineer.

## 1.10 SAMPLES

- A. Include identification on each sample, giving full information.

- B. Submit the number specified in respective Specifications Section; one will be retained by Engineer. Reviewed samples that may be used in the Work are indicated in the Specifications Section.
- C. Provide field finishes at Project as required by individual Specification Section. Install sample complete and finished. Acceptable finishes in place may be retained in completed Work.

#### 1.11 ASBESTOS-FREE CERTIFICATION

- A. The Contractor shall carefully review each submittal to assure that no asbestos is contained in any material or product used on this project. At the completion of the project and prior to final payment, Contractor shall provide the Owner a notarized warranty stating that no asbestos material or product is contained in this project.

#### PART 2 – PRODUCTS

Not Used.

#### PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Quality Assurance - Shop Drawings.
- D. Mock-ups.
- E. Control of installation.
- F. Tolerances.
- G. Testing and inspection and testing services.
- H. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. Document 00 30 00 - Information Available to Bidders: Soil investigation data.
- B. Section 01 21 00 - Allowances: Allowance for payment of testing services.
- C. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- D. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.3 REFERENCES

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 1997.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2000.
- C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 1995. D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 1999c.
- E. ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2000b.

- F. ASTM E 543 - Standard Practice for Agencies Performing Nondestructive Testing; 1999.
- G. ASTM E 548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994.

#### 1.4 SUBMITTALS

- A. Testing Agency Qualifications:
  - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full-time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Testing Agency must become thoroughly familiar with the Geotechnical Study including recommendations and caveats.
- B. Design Data: Submit for Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Test Reports: After each test/inspection, promptly submit one copy to the Owner, two copies of report to Engineer and to Contractor and one copy to each respective Engineer (Structural and Civil).
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Engineer, provide interpretation of results.
  - 2. Test reports are submitted for Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
  - 3. Failure to submit reports is cause for rejection of Pay Requests.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer. Certification must not be older than three years prior the date of testing for this project.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
  - F. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
    1. Submit report in duplicate within 30 days of observation to Engineer for information.
    2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
  - G. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator or for Owner.
    1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
    2. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

#### 1.5 QUALITY ASSURANCE - SHOP DRAWINGS

- A. Where Specifications or drawings call for the performance of shop drawings to be designed and prepared under direct supervision of a Professional Engineer, the Engineer must be experienced in the discipline/design of the work specified and licensed in the state where the project resides.
- B. Shop Drawings prepared under the supervision of a Professional Engineer must bear the Engineers seal and signature.
- C. The Engineer's seal and signature is the only evidence acceptable that the shop drawings were designed and prepared under Engineers supervision.

#### 1.6 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the

specific work, until Substantial Completion.

- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

## 1.7 TESTING AND INSPECTION AGENCIES

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents. C. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, ASTM C 1093, and ASTM C 1021.
  2. Laboratory: Authorized to operate in State in which Project is located.
  3. Laboratory Staff: Maintain a full-time registered Engineer on staff to review services.
  4. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.2 MOCK-UPS

N/A

### 3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 3.4 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Engineer.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.



- d. To provide storage and curing of test samples.
  - 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

### 3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations.
  - 1. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### 3.6 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telephone and facsimile service.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.2 TELEPHONE SERVICE

N/A

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

## 1.5 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide eight-foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

## 1.6 EXTERIOR ENCLOSURES

## 1.7 INTERIOR ENCLOSURES

N/A

## 1.8 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

## 1.9 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

## 1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

## 1.11 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by

law.

1.12 FIELD OFFICES

N/A

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. Where specific product selection has not been made, is missing, is undetermined, or is unclear, and a determination from the Engineer is not available, Contractor shall include an amount sufficient to allow selection(s) from the products highest price group.

1.2 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Procedures for Owner-supplied products.
- F. Spare parts and maintenance materials.

1.3 RELATED SECTIONS

- A. Section 01 30 00 - Administrative Requirements: Submittal Schedule and Submittal Procedures.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.4 REFERENCES

- A. NFPA 70 - National Electrical Code; National Fire Protection Association; 1999.

1.5 SUBMITTALS

- A. In general, substitutions will not be accepted, unless noted otherwise. Procedures for approving product substitutions occur during the Bidding period.
  - 1. Refer to the Instructions to Bidders for substitution Procedures.
  - 2. Refer also to Section 01 30 00 - Administrative Requirements.
- B. Procedures for approving product substitutions after the Bidding period:
  - 1. Refer to Section 01 30 00 - Administrative Requirements, Request for substitutes after the Bidding phase.
- C. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1. Submit within 15 days after date of Agreement.
  2. For products specified only by reference standards, list applicable reference standards.
- D. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information Specific to this Project.
- E. Shop Drawing Submittals: Prepared specifically for this Project.
- F. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample Submittals for interfacing work.
1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

## PART 2 - PRODUCTS

### 2.1 EXISTING PRODUCTS

- A. Provide interchangeable components of the same manufacture for components being replaced.
- B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

### 2.2 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use the product specified by the manufacturer specified. Use of a product of one of the other manufacturers named must still receive approval in writing before it is allowed for use on this project. Otherwise, no options or substitutions allowed.
  1. Substitutions are not accepted on or after the date of the Agreement, unless noted otherwise.
  2. Refer also to Section 01 30 00 Administrative Requirements.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
  1. Substitutions are not accepted on or after the date of the Agreement, unless noted otherwise.
  2. Refer also to Section 01 30 00 Administrative Requirements.

### 2.3 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.

- B. Deliver to Project site; obtain receipt prior to final payment.

## PART 3 - EXECUTION

### 3.1 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period, unless noted otherwise. Comply with requirements specified in this section.
  - 1. Substitutions must be approved in the time frame described in the Instructions to the Bidders and in Section 01 30 00 - Administrative Requirements. Refer to Section 01 30 00 - Administrative Requirements for Post-Bid consideration. Approval must be in writing from the Engineer or Engineer (consultant) with the approval of the Engineer.
  - 2. If any approved substitute changes the requirements of the current design in any way, the changes shall be fully covered by the Contractor at no additional cost to the Owner or Engineer.
- B. Any product, system or procedure not specifically listed or described in the Contract Documents is subject to rejection.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
    - a. The submitter must provide information and certification in writing showing point for point comparison for the proposed substitute with the specified product, including color selections.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner or the Engineer.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without having been previously approved.

### 3.2 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 10 00 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.

2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

### 3.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

### 3.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection. Refer to Section 01 20 00 for requirements concerning off-site storage of materials and equipment.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Transportation of stored products is the responsibility of the Contractor.
- J. Arrange storage of products to permit access for inspection. Periodically inspect



to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00  
EXECUTION & CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pre-installation meetings.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Starting of systems and equipment.
- E. Demonstration and instruction of Owner personnel.
- F. Closeout procedures, except payment procedures.

1.2 RELATED SECTIONS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 50 00 - Temporary Facilities & Controls: Temporary exterior enclosures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- E. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.

1.3 SUBMITTALS

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.

- 5. Work of Owner or separate Contractor.
- 6. Include in request:
  - a. Identification of Project.
  - b. Location and description of affected work.
  - c. Necessity for cutting or alteration.
  - d. Description of proposed work and products to be used.
  - e. Effect on work of Owner or separate Contractor.
  - f. Written permission of affected separate Contractor.
  - g. Date and time work will be executed.

#### 1.4 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in TEXAS and acceptable to Engineer. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

#### 1.5 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

#### 1.6 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## PART 2 - PRODUCTS

### 2.1 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that demolition is complete in alterations areas and areas are ready for installation of new work.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

- D. Examine and verify specific conditions described in individual specification sections.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ducts and piping to prevent condensation in exposed areas.
- E. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.
- F. Clean substrate surfaces prior to applying next material or substance.
- G. Seal cracks or openings of substrate prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### 3.3 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to

participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### 3.4 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on Drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- H. Utilize recognized engineering survey practices.
- I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.

### 3.5 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make neat transitions between different surfaces, maintaining texture and appearance.
- C. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

- D. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Engineer review and request instructions.
- E. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- F. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
- G. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

### 3.6 CUTTING AND PATCHING

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish.

Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### 3.7 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.8 PROTECTION OF INSTALLED WORK

- A. Provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

### 3.9 STARTING SYSTEMS

N/A

### 3.10 DEMONSTRATION AND INSTRUCTION

N/A

### 3.11 ADJUSTING

N/A

### 3.12 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Engineer and Owner.
- B. Accompany Engineer/Engineer on preliminary inspection to determine items to



be listed for completion or correction in Contractor's Notice of Substantial Completion.

- C. Notify Engineer when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's review.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- F. Notify Engineer when work is considered finally complete.
- G. Complete items of work determined by Engineer's final inspection.

#### 3.14 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one (1) year from date of Substantial Completion.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 78 00  
CLOSEOUT SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Record Submittal Set.
- C. Operation and Maintenance Data.
- D. Warranties and bonds.

1.2 RELATED SECTIONS

- A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Complete set of approved Submittals. (Owner's Record Submittal Set.)
  - 1. Submit to the Owner 1 copy of the approved submittals, with an index and a log, at the final inspection.
- C. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days

after final inspection.

- D. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 3. Field changes of dimension and detail.
  - 4. Details not on original Contract drawings.

### 3.2 RECORD SUBMITTAL SET

- A. Reviewed Submittals with Index and Log:
  - 1. Product Data.
  - 2. Shop Drawings.
  - 3. Samples for Selection.
  - 4. Samples for Verification.
- B. Submittals for Information with Index and Log:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.

5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

### 3.3 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.4 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish'
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### 3.5 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS N/A

### 3.6 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photocopies of warranties and bonds
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

### 3.7 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial

completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

## **SPECIFICATION TABLE OF CONTENTS**

02 41 00 -	Site Demolition
13 31 23 -	Pre-Engineered Tensile Shade Structures
31 00 00 -	Earthwork
31 22 13 -	Rough Grading
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32 18 16.13 -	Wood Fiber Material
33 40 00 -	Storm Drainage Utilities



• Engineers  
• Surveyors  
• Planners

**Moy Tarin Ramirez Engineers, LLC**

FIRM TBPE NO. F-5297 & TBPLS NO. 10131500  
12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051  
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

**SECTION 02 41 00  
SITE DEMOLITION**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section covers the furnishing of all labor, materials and equipment necessary to remove and partially salvage the existing synthetic turf athletic surface and the existing track surfacing for the athletic field at Canyon Lake High School, which shall meet performance criteria outlined below. The demolition of materials shall be performed in strict accordance with these specifications, the manufacturer's instructions and the approved design documents.
- B. The aggregate drainage layer under the existing elastic shock pad shall not be demolished and shall remain intact. If during the demolition process this layer is damaged or planarity is lost, the Contractor shall be responsible for the repairs to this area so it meets planarity requirements.
- C. The existing surface for the field is a synthetic infill system, with a poured in place elastic-layer shock pad which was installed in 2010. Both the synthetic turf, infill and shock pad shall be removed completely and disposed of properly. The existing surface for the track is 5mm system which was installed in 2010.

**1.3 SUBMITTALS**

- A. The procedure proposed for the accomplishment of salvage and demolition work shall be submitted for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedure shall include a description of the method and equipment to be used for the operation, and the sequence of the operation.
- B. After the existing track surfacing is removed, the Contractor shall verify the existing slopes and confirm that the completed project will meet the rules of the NFHS. If the facility will not meet the rules of the NFHS, the Contractor shall notify the Owner's Representative before proceeding.

**1.4 GENERAL REQUIREMENTS**

- A. The work includes demolition or removal of all construction indicated on these specifications, including but not limited to existing synthetic turf surfaces, infill materials, elastic shock pad layer, synthetic track surfacing, existing goalposts and any other items on as part of these systems.
- B. All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor at the option of the Owner and shall be removed from the limits of the Owner's property. Rubbish and debris shall be removed



from the property daily unless otherwise directed so as to not allow accumulation thereof. Materials that cannot be removed daily shall be stored in areas specified by the Owner.

#### 1.5 DUST CONTROL

- A. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust and to avoid creation of a nuisance in the surrounding area. Use of water will only be permitted when it will not result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

#### 1.6 PROTECTION

- A. Protection of Existing Work: Before beginning any cutting or demolition work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, and any damage to such work shall be repaired or replaced as approved by the Owner's Representative at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that aggregate base is not damaged and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

#### 1.7 AVAILABILITY OF WORK AREAS

- A. The area in which salvage and demolition work is to be accomplished will be available in accordance with a mutually agreeable schedule to be determined by the Owner and the Contractor.

### PART 2 – PRODUCTS

(Not Used)

### PART 3 – EXECUTION

#### 3.1 EXISTING FACILITIES

- A. Structures:
  - 1. Existing structures, if so indicated on the drawings, shall be removed in their entirety.
- B. Utilities:
  - 1. Removal of Utilities: Existing utilities shall be removed and/or protected and reconnected as indicated.

#### 3.2 DISPOSITION OF MATERIAL

- A. Title to Materials: Title to all materials and equipment to be demolished, unless otherwise

shown, is vested in the Contractor upon receipt of notice to proceed. The Owner will not be responsible for the condition, loss or damage to such property after notice to proceed.

- B. Material for Contractor Salvage: Salvage materials shall be removed from the Owner's property before completion of the Contract. Material for salvage shall not be sold on the site.
- C. Material Salvage for Owner: Salvage of existing synthetic surface materials shall be removed from the field and placed in a location as directed by the Owner.

### 3.3 CLEAN-UP

- A. Debris Control: Debris shall be removed and transported in a manner as to prevent spillage on streets or adjacent areas.
- B. Regulations: Local regulations regarding hauling and disposal apply.

**END OF SECTION**

## **SECTION 13 31 23 PRE-ENGINEERED FABRIC SHADE STRUCTURES**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections apply to this section.

#### **1.02 SUMMARY**

- A. The shade structure contractor shall be responsible for the design, fabrication, supply, permitting, foundations, and installation of the work specified herein. The intent of this specification is to have only one single contractor be responsible for all the above functions.

#### **1.03 REFERENCES**

- A. Shade structures must comply with the latest revision of applicable codes and regulations, including IBC 2018, or the latest revision required by the city.

#### **1.04 PERMITTING**

- A. Moy Tarin Ramirez Engineers, LLC will submit and pay for all permits required for this project with the exception of Blattman Elementary School. The awarded Contractor will be responsible for submitting their signed and sealed construction plans to each Authority Having Jurisdiction (AHJ) for final review and ultimately the release of the permits. Permit timelines vary depending on AHJ. The awarded Contractor will be fully responsible for submitting and processing the permits for Blattman Elementary School through The City of Shavano Park. Shavano Park requires the Contractor apply for their own permits. The awarded Contractor will be responsible to obtain a receipt to be reimbursed by Northside ISD for all permitting fees that are required.

#### **1.05 QUALITY ASSURANCE**

- A. Design, fabrication and erection are limited to fabric architecture firms with engineering in tensile shade structures and proven experience in design and construction of fabric shade structures and such firms shall meet the following minimum requirements. No Substitutions shall be allowed for the following:
- B. A single shade contractor shall design, engineer, manufacture, permit and erect the fabric shade structures including the foundations.
- C. All bidders shall have at least 10 years, "not combined" experience in the design, engineering, manufacture, and installation of structures, engineered with similar scope and a successful construction record of in-service performance.
- D. All bidders must have an in-house warranty & service department and local office to assist in repairs and service calls.

#### **1.06 PROJECT CONDITIONS**

- A. Field Measurements: Verify layout information for shade structures shown on the project drawings in relation to the property survey and existing structures and verify locations by field measurements prior to construction for shade structures. Contractor to field verify existing playground equipment fall zones prior to the design and fabrication of shade structures. The fall zones projecting from the exits of slides should be equal to the height of the slide with a minimum of 6' and a maximum of 8'. No columns can be located within the fall zones of any playground equipment.
- B. Contractor is responsible for site access in their proposal. The contractor will be fully responsible for gaining access to the playground area, including but not limited to, vertical clearance and gate/fencing access. Contractor is to field verify all access prior to submitting a bid. There will be no additional payment for site access.

**1.07 WARRANTY**

- A. The successful bidder shall provide a 12-month warranty on all labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of 10 years (prorated) on fabric and 10 years on the structural integrity of the steel from date of substantial completion.
- C. The warranty shall not deprive Owner of other rights under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by Contractor under requirements of the Contract Documents.

**1.08 REQUEST TO BE AN APPROVED BIDDER**

- A. To qualify to bid this project, submit the following documentation to Moy Tarin Ramirez Engineers, LLC:
  - 1. 2 physical fabric samples. Samples to be "Royal Blue" color.
  - 2. Detailed material and performance specifications for ALL fabric, steel, hardware, and cables used in shade structure.
  - 3. 2 physical powder coating color metal "chips". Samples to be "Royal Blue" color.
  - 4. List of at least 10 reference sites within Bexar County.
  - 5. List of at least 10 customer references within Bexar County.
  - 6. Proof of compliance with all quality assurance criteria, as per Section 1.5
  - 7. Full set of wet stamped (by an engineer in the state of Texas) engineering drawings for 20'x30' hip shade structure
  - 8. Proof of installation competency and/or certification for type and size of structure specified.
  - 9. List of any and all deviations from product specifications in 2.1.
  - 10. To be an approved shade manufacturer and/or installer, submit the attached Substitution Request Form by Friday, 4/02/2021 at 5:00 PM to allow for the Owner's team to review all material prior to issuance of the last addendum. Send all digital files to [ssmith@mtrengineers.com](mailto:ssmith@mtrengineers.com) and [bpowell@mtrengineers.com](mailto:bpowell@mtrengineers.com) and physical samples to 12770 Cimarron Path, Suite 100, San Antonio, TX 78249. The substitution request should provide side by side comparisons for all product data as shown in these specifications.

**PART 2 – PRODUCTS****2.01 GENERAL**

- A. Scope of Work: Refer to project quotation.
- B. All shade structure manufacturers are required to submit Request to be and Approved Bidder per Section 1.08.
- C. The shade structure shall conform to the current adopted version of the International Building Code 2018 and local agency additions and amendments.
- D. All shade structures are engineered and designed to meet a minimum of 115 mph wind load, Exposure C and a live load of 5 lbs./sf<sup>2</sup>. All shade structures shall be engineered with a zero wind pass-through factor on the fabric. When ASD Steel Design Method is used based on IBC 2018 Section 1605.3.1 the Dead + 0.75 of Live + 0.75 of Wind Load cases must be combined.

**2.02 FABRIC STRUCTURE**

- A. Steel:
  - 1. All steel members of the shade structure shall be designed conforming to the current adopted version of the International Building Code 2018 and local agency additions and amendments.
  - 2. All connections shall have a maximum internal sleeves tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.
  - 3. All non-hollow structural steel members shall comply with ASTM A-36. All hollow

structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

4. All non-cantilevered shade structures are required to utilize only round columns.

**B. Bolts:**

1. All structural framing connections of the shade structure shall be designed and made with high strength bolted connections for field assembly only with no field welding.
2. Columns & Beams: ASTM A500 Grade C Structural Steel tube.
3. Plates: ASTM A572 Grade 50.
4. Fasteners:
  - a. Bolts: ASTM A325 Grade B or SAE J249. Grade 8.
  - b. Nuts: ASTM A563 high strength nuts.
  - c. Stainless Steel Bolts: ASTM F-593, Alloy Group 1 or 2.
  - d. Stainless Steel Nuts: ASTM F-594, Alloy Group 1 or 2.
5. Column Anchors: ASTM F1554 Grade 55.

**C. Welding:**

1. All shop-welded connections of the shade structure shall be designed conforming to the current adopted version of the International Building Code 2018 and local agency additions and amendments. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints where applicable and by certified welders. No onsite or field welding shall be permitted.
2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be design conforming to the current adopted version of the International Building Code 2018 and local agency additions and amendments.

**D. Powder coating:**

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushes abrasive wheels and needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products and other foreign material.
3. Powder coating shall be sufficiently applied, with a minimum three mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.
4. Powder used in the powder coat process shall have the following characteristics:
  - a. Specific Gravity: 1.68 +/- 0.05
  - b. Theoretical coverage: 114 +/- 4ft<sup>2</sup>/lb/mil
  - c. Mass loss during cure: <1%
  - d. Maximum storage temperature: 80°F
5. The powder coating systems shall be applied in accordance with the manufacturers' specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.

**E. Tension Cable:**

1. Steel cable is determined based on calculated engineering load.
2. For light and medium loads, 1/4" (nominal) galvanized 7x19 strand cable to be used.
3. For heavy loads, 3/8" (nominal) galvanized 7 x 19 cable to be used.

#### F. Fabric Roof Systems

1. UV Shade Fabric
  - a. Shade fabric is to be made of a UV-stabilized, high-density polyethylene (HDPE). HDPE mesh shall be a heatstentered, three bar Rachel-knitted, lockstitch fabric with one monofilament and two tape yarns to ensure that the material will not unravel if cut. Raw fabric rolls shall be 9.8425 feet wide.
2. Fabric Properties:
  - a. Life Expectancy: A minimum of 8 years continuous exposure to the sun
  - b. Fading: Minimum fading after 5 years (3 years for red and yellow)
  - c. Fabric Mass: 5.31 oz/yd<sup>2</sup> ~ 5.6 oz/yd<sup>2</sup> (180gsm ~ 190gsm)
  - d. Fabric Width: 9.8425 (3m)
  - e. Roll Length: 164.04 (50m)
  - f. Roll Dimensions: 62.99"x16.5354" (160 cm x 42 cm)
  - g. Roll Weight: +/- 66 lbs (+/- 30kg)
  - h. Minimum Temperature: -13°F (-25°C)
  - i. Maximum Temperature: +176°F (80°C)
3. Fabric shall meet the following flame spread and fire propagation tests:
  - a. ASTM E-84
  - b. NFPA 701 Test Method 2
4. Shade and UV Factors:
  - a. Shade protection and UV screen protection factors shall be as follows:

<b>Color</b>	<b>Shade %</b>	<b>UV Block %</b>
Laguna Blue	91%	96%
Royal Blue	86%	94%
Navy Blue	90%	94%
Turquoise	83%	92%
Rainforest	89%	96%
Desert Sand	80%	92%
Black	95%	96%
Sunflower Yellow	70%	94%
Terracotta	84%	90%
Arizona	84%	92%
White	57%	86%
Silver	88%	93%
Red	80%	86%

#### G. Stitching & Thread:

- a. All sewing threads are to be double stitched.
- b. Thread shall be GORE Tenara Sewing Thread manufactured from 100% expanded PTFE (Teflon); mildew resistant exterior approved thread. Thread shall meet or exceed the following:
  - 1) Flexible temperature range
  - 2) Very low shrinkage factor
  - 3) Extremely high strength, durable in outdoor climates
  - 4) Resists flex and abrasion of fabric
  - 5) Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants
  - 6) Treated for prolonged exposure to the sun

## 7) Rot resistant

**2.03 SHIPPING AND HANDLING**

- A. All steel surfaces touched by tie down straps are to be padded before final clinching. This can be accomplished by using carpet pads or factory manufactured padding.
- B. All dunnage must be padded before painted products are set in place. Smaller and loose pieces must be padded and totally separate from paint padding.
- C. Unloading: Lift forks to be covered with properly fitted padding. All dunnage must be padded vertically and horizontally to prevent damage to painted surfaces. When unloading, take care to prevent tools and other hard surface items from making contact with painted items.

**PART 3 – EXECUTION****3.01 INSTALLATION**

- A. Installations of shade structures shall be by the approved manufacturer shown on 2.01.1
- B. The contractor installing, if any, the structure shall comply with manufactures instructions for assembly, installation, and erection per approved drawings.
- C. The installation shall only commence after the Contractor has submitted for and received all necessary permits from the local Authority Having Jurisdiction.
- D. Concrete
  - 1. Unless noted otherwise for footing and piers by the approved manufacturer or General Contractor's Engineer, concrete specification for footings, piers, slabs, curbs and walkways shall meet a minimum 3,000psi at 28-day strength.
  - 2. Concrete work is executed in strict accordance with the latest American Concrete Institute Building Code (ACI 318-99).
  - 3. Slump 4" maximum.
  - 4. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant.
    - a. temperature range between 75-80 degrees, 1% accelerator High Early (non-calcium)
    - b. temperature range between 70-75 degrees, 2% accelerator High Early (non-calcium)
    - c. temperature range below 70 degrees, 3% accelerator High Early (non-calcium)
  - 5. The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.
  - 6. Concrete will be left to set up a minimum of 24 hours before any load bearing member shall be attached to the structure.
- E. Foundations:
  - 1. All Anchor Bolts set in new concrete shall be ASTM A-325.
  - 2. All Anchor Bolts shall be Hot Dipped Galvanized.
  - 3. Footings shall be a minimum as listed below:
    - a. The minimum footing size for the shade structure is in accordance with and conform to manufactures engineered specifications and drawings

**3.02 SAFETY PROCEDURES**

- A. The Contractor is responsible for the coordination of work with other trades.
- B. All staff personnel are to be dressed and conduct themselves in accordance with OSHA standards. All staff must be properly trained for equipment that they might use. Safety is a top priority.
- C. All vehicles and machinery are to be properly licensed and insured and must be operated by licensed operators in accordance with OSHA standards. All cranes and lifts must be operated in accordance with manufacturer's guidelines.

- D. The handling of steel during installation is critical. Exercise care when lifting items so that it does not come into contact with other surfaces. Clean sand and other deleterious material from structural items before moving or lifting. Before installation, all items are to be washed with soap and water and dried with cloths. All grease, dust, oils, and other latent materials are to be removed during this washing. When pouring concrete pour backs at columns, protect paint by using plastic and tape to prevent concrete from splashing on finish surfaces.
- E. All concrete must be cut with a wet diamond blade to ensure that it leaves a clean finish. If at any stage the existing remaining surface lifts, creating a tripping hazard, additional saw cutting will be required so as to leave a neat and uniform joint.
- F. Cover all open holes at all times with solid plywood and spoils to prevent access until concrete is poured.
- G. All equipment and/or product must be stored inside the fenced area.

**END OF SECTION 13 31 23**





## SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

### A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.  
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.  
☐ Substitution rejected - Use specified materials.  
☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

## **SECTION 31 00 00 EARTHWORK**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Division 03 Section 30 00 "Cast-In-Place Concrete" for encasings, cradles, and appurtenances for utility systems.
- C. Division 31 Section 10 00 "Site Clearing" for site stripping, grubbing, topsoil removal and tree protection.
- D. Division 31 Section 22 13 "Rough Grading" for grading and rough contour site.
- E. Division 31 Section 23 16 "Excavation" for building foundations.
- F. Division 31 Section 23 33 "Trenching and Backfilling"
- G. Division 31 Section 23 23.13 "Backfill" to sub-grade elevations.

#### **1.02 SUMMARY**

- A. Contractor shall furnish all labor, materials, equipment and incidentals as shown, specified and necessary to complete the work of site preparation, erosion control, surface drainage, subsurface drainage, ground water control, construction of compacted fills, excavation, installation and removal of sheeting and bracing, backfilling and final site grading, including underfloor areas.
- B. Contractor shall provide all backfill materials, including select backfill, crushed stone, backfill, clay, granular embedment, topsoil, porous granular fill and the satisfactory disposal of surplus and unacceptable materials.
- C. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.
- D. Contractor shall perform all earthwork, including backfilling all demolition areas.

#### **1.03 DEFINITIONS**

- A. Excavation: Consists of the removal of material encountered to sub-grade elevations and the reuse or disposal of materials removed.
- B. Sub-grade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
- D. Sub-base Course: The layer placed between the sub-grade and base course in a paving system or the layer placed between the sub-grade and surface of a pavement or walk.
- E. Flexible Base Course: The layer placed between the sub-base and surface pavement in a paving system.
- F. Drainage Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.
- G. Unauthorized Excavation: Consists of removing materials beyond indicated sub-grade elevations or dimensions without direction by the Project Architect/Engineer. Unauthorized excavation, as well as remedial work directed by the Architect/Engineer, shall be at the Contractor's expense.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

- I. Utilities: Include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

#### **1.04 COORDINATION**

- A. The Contractor shall expedite placement of compacted fills and embankments as per the Project Schedule.

#### **1.05 PROJECT CONDITIONS**

- A. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active. All existing underground utilities within the areas of buildings must be removed.

#### **1.06 SOURCES OF MATERIALS**

- A. Fill materials for backfill and site grading may be obtained from on-site excavation work and/or obtained by the Contractor from off-site sources at Contractor's expense.
- B. Select backfill (Flexible Base) materials shall be obtained by the Contractor from off-site sources at Contractor's expense.
- C. Topsoil, except for topsoil stripped from the new work areas that meets the specific requirements for this material, shall be obtained by the Contractor from off-site sources at Contractor's expense. Reference Landscape plans.
- D. Granular embedment materials shall be obtained by the Contractor from off-site sources at Contractor's expense.
- E. Crushed stone fill materials shall be obtained by the Contractor from off-site sources at Contractor's expense.
- F. Porous granular fill shall be obtained by the Contractor from off-site sources at Contractor's expense.
- G. Pit run sand shall be obtained by the Contractor from off-site sources at Contractor's own expense.
- H. Clay materials for backfill shall be obtained from on-site excavation work and/or obtained by the Contractor from offsite sources at Contractor's expense.

#### **1.07 QUALITY ASSURANCE**

- A. Owner will employ a Testing Laboratory to perform Soil Testing and Inspection Service for quality control testing during grading and excavation operations.

#### **1.08 TESTING SERVICES**

- A. The testing of products: Testing for moisture content during placement and compaction of fill materials, and of compaction requirements for compliance with technical requirements of the Specifications shall be performed by the testing laboratory as designated in Section 01 40 00.
- B. Testing Agency shall:
  - 1. Test the Contractor's proposed materials in the laboratory and/or field for compliance with the Specifications.
  - 2. Perform field moisture content and density tests to assure that the specified compaction of backfill materials has been obtained.
  - 3. Report all test results to the Owner, Project Architect/Engineer and the Contractor.
- C. Authority and Duties of Testing Agency: Technicians representing the testing laboratory shall inspect the materials in the field and perform tests, and shall report their findings to the Owner, Project Architect/Engineer and the Contractor. When the materials furnished or Work performed fails to fulfill Specifications requirements, the technician will direct the attention of the Owner, Project Architect/Engineer and the Contractor to such failure.
- D. Technicians representing the Testing Agency: Shall not act as foreman or perform other duties for the Contractor. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Project Architect/Engineer for final acceptance.

Technicians are not authorized to revoke, alter, relax, enlarge, or release any requirements of the Specifications, nor to approve or accept any portion of the Work.

- E. Responsibilities and Duties of the Contractor: The use of testing services shall in no way relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the Drawings and Specifications.
  - 1. Contractor shall secure and deliver to the testing agency, without cost, preliminary representative samples of the materials he proposes to use and which are required to be tested.
  - 2. Contractor shall furnish such casual labor as is necessary to obtain and handle samples at the Project or at other sources of material.
  - 3. Contractor shall advise the Owner and the Testing Agency sufficiently in advance of operations to allow for completion of quality tests and for the assignment of personnel.

**1.09 REFERENCE STANDARDS:** The Contractor shall comply with applicable provisions and recommendations of the following:

- A. ASTM A 36, Structural Steel.
- B. ASTM A 328, Steel Sheet Piling.
- C. ASTM D 422, Particle-Size Analysis of Soils.
- D. ASTM D 423, Liquid Limit of Soils.
- E. ASTM D 427, Shrinkage Factors of Soils.
- F. ASTM D 698 Moisture-Density Relations of Soils, using 5.5 lb Rammer and 12-in drop.
- G. ASTM D 1140, Amount of Material in Soils Finer than the No. 200 Sieve.
- H. ASTM D 1556, Density of Soil in Place by the Sand-Cone Method.
- I. ASTM D 1557, Moisture-Density Relations of Soils, using 10.0 lb (4.5 kg) Rammer and 18- in. Drop.
- J. ASTM D 2166, Unconfined Compressive Strength of Cohesive Soil.

**1.10 SUBMITTALS**

- A. Should sheet and shoring be necessary, the Contractor shall prepare Drawings for the following: Sheeting and bracing for excavations over 5 feet deep. The Drawings shall be prepared by a Professional Engineer licensed in the State of Texas. The Drawings shall be submitted to the Project Architect/Engineer for establishing that the terms of the Specifications are complied with. Calculations shall not be submitted. Drawing submissions will not be checked and will not imply approval by the Project Architect/Engineer of the Work involved. The Contractor shall be wholly responsible for designing, installing and operating whatever system is necessary to accomplish satisfactory sheeting, bracing, dewatering, and protection.
- B. Test Reports: Testing Laboratory shall submit copies of the following reports directly to the Owner, Project Architect/Engineer and Contractor:
  - 1. Pavement sub-grade.
  - 2. Field density tests.
  - 3. Optimum moisture - maximum density curve for each soil used for backfill.
  - 4. Tests of actual unconfined compressive strength or bearing test of each strata.
- C. Samples of all select backfill, backfill, flowable fill, clay, drainage material, granular embedment, porous granular fill, pit run sand and topsoil shall be submitted by the Contractor to the testing laboratory. Samples of the proposed material shall be submitted at least fourteen days in advance of its anticipated use.

**1.11 SITE CONDITIONS**

- A. Geotechnical Information: A Geotechnical Investigation has been performed for the Owner by others. This report is available for review by Bidders. The Owner makes no warranty or representation as to the accuracy of said report. Bidders are encouraged to perform their own tests and draw their own conclusions from those tests before submitting bids. Owner is not

responsible for Bidders' conclusions which result from the Geotechnical information found in the Owner's report.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

#### A. Backfill and Fill Materials:

1. Materials acceptable for use as backfill or fill shall be materials obtained from excavations on site or from off-site sources whose gradation shows not more than 15 percent passing the No. 200 standard sieve as determined by ASTM D 1140, and whose Plasticity Index is not in excess of 20 percent as determined by ASTM D 424. The material shall contain no vegetative matter.
2. All material for use as backfill and fill shall be tested by the testing laboratory and approved by the Project Architect/Engineer.

#### B. Select Backfill (Flexible Base - Base Material):

1. Select backfill for compaction backfill shall conform to the 2014 Texas Department of Transportation Standard Specifications Items 247 gradation Type A, Grades 1 or 2 as follows:

<u>Sieve Size</u>	<u>Percent Retained on Sieve</u>
2 – ½" inch	0
1 – ¾" inch	0-10
No. 4	45 - 75
No. 40	60 - 85

2. The select backfill mixture shall contain no clay lumps or organic matter. The fraction passing No. 40 sieve shall have a liquid limit not greater than 40 and a plasticity index between 7 and 15 as determined by ASTM D 424. The select backfill shall be deposited in uniform layers not exceeding 8 inches in uncompacted thickness. The backfill shall be compacted by a suitable vibratory roller or platform vibrator to not less than 95 percent of laboratory maximum density as determined by ASTM D 1557, unless otherwise noted on plans.

- C. Granular embedment material shall be crushed rock or pea gravel with not less than 95 percent passing a ½-inch sieve and not less than 95 percent retained on a No. 4 sieve.

- D. Crushed stone shall be crushed rock conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Retained on Sieve</u>
3 inch	0
2-1/2 inch	0 -10%
2 inch	30 - 65%
1-1/2 inch	85 - 100%
3/4 inch	95 - 100%

#### E. Porous Granular Fill:

1. Porous granular fill for compaction backfill shall conform to the following:

<u>Sieve Size</u>	<u>Percent Retained on Sieve</u>
1-3/4 inch	0% - 10%
No. 4	45% - 75%
No. 40	60% - 85%
No. 200	90% - 100%

2. The porous granular fill material shall contain no clay lumps or organic matter. The fraction passing the No. 40 sieve shall be non-plastic. The porous granular fill shall be

deposited in uniform layers not to exceed 6 inches in uncompacted thickness. The backfill shall be compacted to not less than 100% of the laboratory maximum density as determined by ASTM D-1557.

3. All material for porous granular fill must be tested by the testing laboratory and approved by the Project Architect/Engineer.
4. No porous granular fill shall be placed without the Project Architect/Engineer's approval.

F. Pit Run Sand:

1. Pit run sand for compaction backfill for use as shown conform to the following:

Sieve Size	Percent Retained on Sieve
No. 4	0
No. 200	90 - 100%

2. Pit run sand material shall contain no organic material. The maximum plastic limit of the material shall be less than 10. The pit run sand shall be deposited in uniform layers not to exceed 8 inches in uncompacted thickness. The backfill shall be compacted to not less than 95% of laboratory maximum density as determined by ASTM-D-698.
3. All material for pit run sand must be tested by the testing laboratory and approved by the Project Architect/Engineer.
4. No pit run sand shall be placed without the approval of the Project Architect/Engineer

G. Clay

1. Material for use as clay liner over top of backfill and/or select backfill or as otherwise shown shall conform to the following:

Sieve Size	Percent Retained on Sieve
No. 4	0 - 15%
No. 200	30 - 100%

2. The minimum plastic limit shall be 25. Clay shall be deposited in uniform layers not to exceed 8 inches in uncompacted thickness. The clay shall be compacted to not less than 95% of maximum density as determined by ASTM D- 698.
3. All material for clay must be tested by the testing laboratory and approved by the Project Architect/Engineer.
4. No clay shall be placed without the approval of the Project Architect/Engineer.

H. Drainage Material:

1. Drainage material for use as shown on the Drawings shall conform to the following:

Sieve Size	Percent Retained on Sieve
2 inch	0%
1-1/2 inch	0 - 10%
1 inch	45 - 75%
3/4 inch	90 - 100%
1/2 inch	95 - 100%

2. The drainage material shall be crushed rock. The drainage material shall be compacted by two passes of a hand activated vibratory compactor. The material shall have a LA abrasion number of 35 or less.
3. All drainage material must be tested by the testing laboratory and approved by the Project Architect/Engineer.
4. No drainage material shall be placed without the Project Architect/Engineer approval.

I. Accessories:

1. Detectable Warning Tape: Acid-and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, six (6) inches wide and four (4) mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal

detector when tape is buried up to 2'-6" deep. Detectable Warning Tape to be used on all PVC piping except perforated subsurface piping.

a) Tape Colors: Provide tape colors to utilities as follows:

- (1) Red: Electric.
- (2) Yellow: Gas, oil, steam, and dangerous materials.
- (3) Orange: Telephone and other communications.
- (4) Blue: Water systems.
- (5) Green: Sewer systems.
- (6) Brown: Force mains

2. Filter Fabric: Manufacturer's standard nonwoven pervious geotextile fabric of polypropylene, nylon or polyester fibers, or a combination.
3. Provide Filter Fabrics: That meet or exceed the listed minimum physical properties determined according to ASTM D 4759 and the referenced standard test method in parentheses:
  - a) Grab Ensil Strength (ASTM D 4632): 100 lb.
  - b) Apparent Opening Size (ASTM D 4751): #100 U.S. Standard Sieve.
  - c) Permeability (ASTM D 4491): 150 gallons per minute per sq. ft.

### **PART 3 - EXECUTION**

#### **3.01 SITE PREPARATION**

- A. The portions of the site on which the Work is to be constructed shall be cleared of all objectionable materials and debris (see Section 31 10 00, Site Clearing). Trees within the project limits except those indicated in Drawings to remain shall be completely removed, including stumps and roots. All materials and debris shall be disposed off site in accordance with applicable regulations.

#### **3.02 STRIPPING AND STORING OF TOPSOIL**

- A. Those portions of the site on which the new Work is to be constructed shall be stripped of all topsoil to a minimum depth of 6 inches prior to other earthwork operations. Stripped materials shall not be used for compacted fill.
- B. The stripped topsoil shall be stockpiled at the place or places approved by the Project Architect/Engineer.
- C. Topsoil to be suitable for re-use shall meet the requirements for topsoil described by Landscape Architect/Engineer above, and shall be free from trash, debris, and surface vegetation.
- D. After all of the other Work has been completed in each area, topsoil shall be placed and graded in accordance with the Grading Plan and as specified in the Landscape Drawings and Specifications.

#### **3.03 EROSION CONTROL AND DEWATERING**

- A. In general, the construction procedures outlined herein shall be implemented to ensure minimum damage to the environment during construction.
- B. Whenever possible, access and temporary roads shall be located and constructed to avoid environmental damage. Provisions will be made to regulate drainage, avoid erosion and minimize damage to vegetation.
- C. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion, subject to Project Architect/Engineer approval.
- D. Temporary measures shall be applied to control erosion and to minimize the siltation of the project site and adjacent property. Such measures shall include, but not be limited to, the use of silt fences, berms, baled straw silt barriers, gravel or crushed stone, mulch, grasses, slope

drains and other methods. These temporary measures shall be applied to erodible materials exposed by any activities associated with the construction of this Project.

1. Special care shall be taken to eliminate depressions that could serve as mosquito pools.
  2. Temporary measures shall be coordinated with the construction of permanent drainage facilities and other Work to the extent practicable to assure economical, effective, and continuous erosion and siltation control.
  3. Contractor shall provide special care in areas with steep slopes. Disturbance of vegetation shall be kept to a minimum to maintain stability.
- E. Remove only those trees, shrubs and grasses indicated in the Drawings as such. Protect the rest to preserve their aesthetic and erosion-control values.
- F. Install erosion and sediment control practices according to soil conservation district standards and specifications. The practices shall be maintained in effective working condition during construction and until the drainage area has been permanently stabilized.
- G. In the event of any temporary work stoppage, the Contractor shall take steps to prevent any temporary or permanent environmental damage to the area undergoing construction.
- H. In the event the Contractor fails to satisfactorily control erosion and siltation, the Owner reserves the right to employ outside assistance or to use its own forces to provide the corrective measures indicated. The cost of such Work, plus engineering costs, will be deducted from monies due the Contractor.
- I. Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water entering excavations, trenches, or other parts of the Work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipe to be installed therein is inspected by the Project Architect/Engineer and backfill operations have been completed and approved.
1. The different working areas on the site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations and fill areas. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental.
  2. The Contractor will be held responsible for the condition of any pipe, conduit or channel which he may use for drainage purposes and all such pipes, conduits or channels shall be left clean and free of sediment.
- J. Refer to Article 3.19 of this Section for the TPDES General Permit requirements.

### **3.04 EXCAVATION**

- A. Contractor shall excavate and backfill in advance of the construction, test pits to determine conditions or location of the existing utilities. Contractor shall perform all Work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, backfilling and replacing pavement for the test pits.
- B. Contractor shall be responsible for the definite location of each existing utility involved within the area of his excavation for Work under this Contract. Care shall be exercised during such location work to avoid damaging and/or disrupting the affected utility. The Contractor shall be responsible for repairing, at his expense, damage to any structure, piping or utility caused by his Work.
- C. Explosives will not be permitted on this project.
- D. Contractor and/or Contractor's independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review the Drawings and any available geotechnical information and the anticipated installation site(s) within the project Work area in order to develop the Contractor's plans to implement the project described in the Contract Documents. The Contractor's plans shall provide for adequate trench safety systems that comply with, as a minimum, OSHA standards for trench excavations. Specifically,



Contractor and/or Contractor's independently retained employee or safety consultant shall develop and implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation. Contractor shall be required to provide an on-site representative to insure compliance and review of the trench safety program. Contractor shall be required throughout the construction process to insure that the appropriate safety system(s) is utilized for the soil condition encountered during the construction of the project.

- E. Sheeting and shoring shall be provided as necessary for the protection of the Work and for the safety of personnel. The clearances and types of the temporary structures, insofar as they affect the character of the finished work, will be subject to the approval of the Project Architect/Engineer, but the Contractor shall be responsible for the adequacy of all sheeting, bracing, cofferdamming, etc. No separate payment is to be made for providing or removing steel or wood sheet piling; payment shall be considered as having been included in the price bid for the Contract. All shoring, bracing and sheeting shall be removed as the excavations are backfilled and in a manner such as to prevent injurious caving; or, if so directed by the Project Architect/Engineer, because in his opinion, removal would be damaging to structures or personnel, shall be left in place. Sheeting left in place shall be cut off 3 feet below the surface. Payment for sheeting left in place shall be considered as having been included in the Contract Price. All sheeting and bracing must be maintained until replaced by other sheeting and bracing or until the permanent construction is able to withstand lateral pressures from soil and water. Remove sheeting and bracing from excavations unless otherwise ordered in writing by the Project Architect/Engineer. Removal shall be done so as to not cause injury to the Work. Removal shall be equal on both sides of excavations to ensure no unequal loads on pipe or structure. Defer removal of sheeting and bracing, where removal may cause soil to come into contact with concrete until the following conditions are satisfied:
  - 1. Concrete has cured a minimum of 7 days.
  - 2. Wall and floor framing up to and including grade level floors are in place.
- F. Excavation of every description and of whatever substances encountered within the grading limits of the Project shall be performed to the lines and grades indicated on the Drawings. All excavation shall be performed in the manner and sequence as required for the Work.
  - 1. Excavation Work shall be performed in a safe and proper manner with appropriate precautions being taken against all hazards. Excavations shall provide adequate working space and clearances for the Work to be performed therein and for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.
  - 2. Slope sides of open excavations to a slope of two horizontal to one vertical.
  - 3. Subgrades for parking areas and trench bottoms shall be firm, dense, and thoroughly compacted to a 95% maximum density. The finished elevation or stabilized subgrades shall not be above subgrade elevations shown on the Drawings.
  - 4. Exposed soil after excavations have been made shall be protected against detrimental damage and change in condition from physical disturbance and rain. Wherever possible, concrete footings shall be done the same day the excavation is made. If this is not done, the footing excavations shall be properly protected.
- G. All excavated materials that meet the requirements for backfill shall be stockpiled within the site (but not less than 25 feet from the surface borders of any excavation) for use as backfill, or for providing final site grades. All excavated materials which are not considered suitable for fill, and any surplus or excavated material which is not required for fill shall be disposed of off the site by the Contractor. Upon completion of the Work all on-site waste and disposal areas shall be cleaned and the debris removed from the site.

1. Materials deposited off the site shall be transported and placed in accordance with all applicable rules and regulations of all authorities having jurisdiction thereof. No surplus or unacceptable excavated materials of any kind shall be deposited in any stream or water course or dumped on public property. The different Work areas on the site shall be kept free of surface water at all times.

### **3.05 EXCAVATIONS FOR STRUCTURES**

- A. Excavations for the construction of structures and foundations shall be carefully made to the depths indicated or required. Bottoms for footings, slabs, and grade beams shall be level, clean and clear of loose material, the lower sections to be true to size. Footings slab and grade beam bottoms shall be approved by the Project Architect/Engineer before any concrete is placed thereon.
- B. When the excavation has reached the design subgrade, the exposed subgrade shall be proof rolled. Proof rolling operation shall be inspected by the Project Engineer. Any soft or unconsolidated zones or area detected by proof rolling operations shall be undercut as directed by the Project Engineer. The undercut subgrade shall be scarified to a minimum depth of 6-inches and compacted to a minimum of 95% of the maximum density as determined by ASTM-D-698. After the undercut subgrade has been scarified and compacted the undercut shall be backfilled with select backfill to the design subgrade elevation in accordance with these specifications. The final subgrade shall be inspected and approved by the Project Engineer.
- C. In excavations for structures, where, in the opinion of the Project Architect/Engineer, the ground, not affected by high water level, is spongy or otherwise unsuitable for the contemplated foundation, the Contractor will be required to remove such unsuitable earth and replace it with suitable material properly compacted.
- D. Excavations for structures which have been carried below the depths indicated shall be refilled to the proper grade with select backfill material properly compacted, in accordance with these Specifications.
- E. All pavement structure excavations shall be hand-trimmed to permit the placing of full widths, and subsurface drainage piping. Rounded and undercut edges will not be permitted.
- F. Excavation shall be extended a minimum of two feet on each side of structures, footings, etc., unless otherwise indicated on the Drawings.

### **3.06 DRIVEWAY ENTRANCE DRIVE EXCAVATIONS**

- A. Excavation shall consist of excavation for the Driveway entrance drive in conformity with the lines, grades, cross sections, and dimensions shown on the Drawings and shall include the excavation of all unsuitable material from the subgrade.
- B. The subgrade shall be compacted to 95% maximum dry density at optimum moisture.

### **3.07 TRENCH EXCAVATIONS**

- A. Trenches shall be excavated to a width which will provide adequate working space and clearances for proper pipe installation, jointing, and embedment, and subsurface drainage installation:
  1. Where pipe elevations are not shown on the Drawings, trenches shall be excavated to a depth sufficient to provide a minimum cover over the top of the pipe of 4 feet.
- B. Except where otherwise required, pipe trenches shall be excavated 6 inches below the underside of the pipe to provide for the installation of granular embedment pipe foundation material.
- C. Where in earth, trench bottoms for 6 inch or smaller pipe may be excavated below the pipe subgrade and granular embedment material provided as specified or the trench bottom may be graded to provide uniform and continuous support (between bell holes or end joints) or the installed pipe.
- D. Over-depths in trench excavation shall be backfilled with select backfill material properly compacted. Whenever unsuitable material that is incapable of properly supporting the pipe is encountered in the undercut required for bedding material, the unsuitable material shall be

removed to the depth required and the trench backfilled to the proper grade with select backfill material properly compacted.

- E. Bell holes shall provide adequate clearance for tools and methods used in installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.
- F. Where existing piping cross the new pipeline trench excavation, they shall be adequately supported and protected from damage due to construction. All methods for supporting and maintaining these facilities shall be subject to approval by the Project Architect/Engineer. Care shall be taken to insure that the existing pipeline grades and alignment are maintained and that the pipe joints are not disturbed. Backfill shall be carefully placed and tamped to prevent damage or future settlement. Any damage or misalignment of the existing piping due to construction or settlement shall be repaired by the Contractor at his expense. Where sanitary sewer lines cross potable water lines, encase sewer line in concrete. Reference Utility drawings for locations.

### **3.08 TRENCH AND EXCAVATION SAFETY PROGRAM (Refer to Section 01 50 00)**

- A. Contractor shall provide trench excavation protection.
- B. Trench excavation protection shall be accomplished as required by the provisions of CFR 29, Part 19261, Subpart P - Excavations, Trenching and Shoring of the Occupational Safety and Health Administration Standards and Interpretations.
- C. Contractor shall submit a trenching plan, which has been approved and sealed by a professional engineer registered in the State of Texas, to Project Architect/Engineer prior to commencing construction.
- D. The trenching plan submitted by Contractor shall, as a minimum, comply with the requirements of the OSHA Safety and Health Standards.
- E. It is the sole duty, responsibility and prerogative of the Contractor, not the Owner, Engineer, or Project Architect/Engineer to determine the specific applicability of the designed trench safety systems to each field condition and to make inspections of the trench safety systems.
  - 1. The Contractor shall maintain a permanent record of inspections.
- F. The Contractor shall protect persons from injury at excavations, by barricades, warnings and illumination. Any work within the Public Right-of-Way shall comply to the latest revisions and requirements of the Texas Manual on Uniform Traffic Control Devices.
- G. Contractor shall coordinate excavations with weather conditions, to minimize possibility of washouts, settlements and other damages and hazards.
- H. Prior to commencing excavation, Contractor shall give written notice to emergency medical service (EMS) stating location and nature of work. Contractor shall post phone number of emergency medical service near phone at each site.
- I. See Sections 01 50 00 and 31 23 33 for additional trenching requirements.

### **3.09 UNAUTHORIZED EXCAVATION**

- A. All excavation outside the lines and grades shown, and which is not approved by the Project Architect/Engineer, together with the removal and disposal of the associated material shall be at the Contractor's expense. The unauthorized excavation shall be filled and compacted with approved backfill by the Contractor at his expense.

### **3.10 PLACEMENT OF FILL AND BACKFILL**

- A. All select backfill and backfill required for structures, trenches and site demolition backfill required to provide the finishes grades shown and as described herein shall be furnished, placed and compacted by the Contractor.
- B. Backfill excavations as promptly as Work permits, but not until completion of the following:

1. Acceptance by the Project Architect/Engineer of construction below finish grade.
  2. Inspection, testing, approval, and recording of locations of underground piping.
  3. Removal of concrete formwork.
  4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
  5. Removal of trash and debris.
- C. Fill containing organic materials or other unacceptable material shall be removed and replaced with approved fill material.

### **3.11 PLACEMENT OF SELECT BACKFILL, BACKFILL, AND FILL**

- A. Select backfill shall be placed to the grades shown on the Drawings. The lift thickness and compaction moisture content range given herein are approximate. These values will be determined from the laboratory test results on the fill materials. Every lift of fill material shall be tested unless the Project Architect/Engineer determines that less quality control testing is acceptable.
- B. All select backfill shall be placed in horizontal loose lifts not exceeding 8 inches in thickness and shall be mixed and spread in a manner assuring uniform lift thickness after placing. Each lift shall be compacted by not less than two complete coverages of the specified compactor. Select backfill shall be placed to the underside of all compactor. Select backfill shall be placed to the underside of all concrete slabs. The maximum slope of select backfill to the subgrade shall be one vertical to one horizontal.
- C. Backfill and fill around and outside of structures and over select backfill shall be deposited in layers not to exceed 8 inches in uncompacted thickness and mechanically compacted, using platform type tampers. Compaction of structure backfilled by rolling will be permitted provided the desired compaction is obtained and damage to the structure is prevented. Compaction of select backfill and/or backfill by inundation with water will not be permitted. All materials shall be deposited as specified herein and shown on the Drawings.
- D. The material shall be placed at a moisture content that falls in the range of laboratory optimum moisture content of minus two (-2) to plus two (+2) percentage points. It shall be compacted to a density as determined by ASTM D 1557 at 95% to the maximum laboratory dry density for that material. The contractor shall provide equipment capable of adding measured amounts of water to the backfill and/or select backfill material to bring it to a condition within the range of the required moisture content. The Contractor shall provide equipment capable of disking, aerating, and mixing the soil to insure reasonable uniformity of moisture content throughout the fill material and to reduce the moisture content of the borrow material by air drying if necessary. If the subgrade or lift of earth material must be moisture conditioned before compaction, the fill material shall be sufficiently mixed or worked on the subgrade to insure uniform moisture content throughout the lift of material to be compacted. Materials at moisture content in excess for the specified limit shall be dried by aeration or stockpiled for drying. The moisture content shall be maintained as described above until the fill is permanently covered.
- E. No backfill or fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed. No compaction of fill will be permitted with free water on any portion of the fill to be compacted. No fill shall be placed or compacted in a frozen condition or on top of frozen material. Any fill containing organic materials or other unacceptable material previously described shall be removed and replaced with approved fill material prior to compaction.
- F. Each lift of compacted material shall be compacted by the designated number of coverages of all portions of the surface of each lift by a smooth-drum vibratory roller for granular material having a static weight not less than 5,500 pounds, a sheepfoot roller for cohesive material exerting a pressure of 250 psi on the surface of the feet, or equivalent equipment approved by the Project Engineer prior to commencement of the Work. One coverage is defined as the condition obtained when all portions of the surface of the fill material have been subjected to the direct contact of the compactor. The compactor shall be operated at a forward speed not exceeding 40 feet per minute.

- G. Compaction shall be performed with equipment suitable for the type of fill material being placed. The Contractor shall select equipment which is capable of providing the minimum density required by these Specifications. The gross weight of compacting equipment shall not exceed 7,000 pounds within a distance of ten feet from the wall of any completed structure. Equipment shall be provided that is capable of compacting in restricted areas next to structures and around piping. The effectiveness of the equipment selected by the Contractor shall be tested at the commencement of compacted fill Work by construction of a small section of fill within the area where fill is to be placed. If tests on this Section of fill show that the specified compaction is not obtained, the Contractor shall increase the amount of coverages, decrease the lift thickness or obtain a different type of compactor.
- H. Levels of backfill against concrete walls shall not differ by more than 2 feet on either side of walls unless walls are adequately braced or all floor framing is in place up to and including grade level slabs. Particular care shall be taken to compact structure backfill which will be beneath pipes, roads, or other surface construction or structures. In addition, wherever a trench passes through structure backfill, the structure backfill shall be placed and compacted to an elevation 12 inches above the top of the pipe before the trench is excavated. Compacted areas, in each case, shall be adequate to support the item to be constructed or placed thereon.
- I. The compaction requirements specified are predicated on the use of normal materials and compaction equipment. In order to establish criteria for the placement of a controlled fill so that it will have compressibility and strength characteristics compatible with the proposed structural loadings, a series of laboratory compaction and/or compressive strength tests will be performed on the samples of materials submitted by the Contractor. From the results of the laboratory tests, the final values of the required percent compaction, the acceptable compaction moisture content range, and the maximum permissible lift thickness will be established for the fill material and construction equipment proposed.

### **3.12 BACKFILL IN PIPE TRENCHES**

- A. Pipeline trenches may be backfilled prior to pressure testing, but no structure shall be constructed over any pipeline until it has been tested.
- B. All pipe larger than 6 inches in diameter shall be placed on granular embedment material. Pipe 6 inches in diameter and smaller shall be placed in granular embedment material unless the trench bottom has been graded to provide uniform and continuous support of the installed pipe.
- C. Embedment materials both below and above the bottom of the pipe, classes of embedment to be used, and placement and compaction of embedment materials shall conform to the following requirements:

1. Granular embedment shall be spread and the surface graded to provide a uniform and continuous support beneath the pipe at all points between bell holes or pipe joints. It will be permissible to slightly disturb the finished subgrade surface by withdrawal of pipe slings or other lifting tackle. After each pipe has been graded, aligned, and placed in final position on the bedding material, and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations. Embedment material shall be deposited and compacted uniformly and simultaneously on each side of the pipe to prevent lateral displacement.
2. Compacted backfill will be required for the full depth of the trench above the granular pipe embedment material. Where the trench for one pipe passes beneath the trench for another pipe or electrical ductbank, for the lower trench shall be compacted to the level of the bottom of the upper trench.
3. Each layer of embedment material shall be compacted by at least two complete coverages of all portions of the surface of each lift using approved compaction equipment. One coverage is defined as the conditions reached when all portions of the fill lift have been subjected to the direct contact of the compacting surface of the compactor.
4. The method for compaction and the equipment used shall be appropriate for the material to be compacted and shall not transmit damaging shocks to the pipe.
5. The degree of compaction required for granular embedment is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D-1557.

### **3.13 BACKFILL IN ELECTRICAL DUCTBANK TRENCHES**

- A. Compacted backfill will be required for the full depth of the trench above the electrical ductbank. Where the trench for one ductbank passes beneath the trench for another pipe or ductbank select backfill shall be placed to the level of the bottom of the upper trench.
- B. Placement and compaction of backfill in electrical ductbank trenches shall conform to the requirements of these Specifications.
- C. The electrical ductbank shall be placed in sand envelopes shown on the Drawings.

### 3.14 COMPACTION DENSITY REQUIREMENTS

- A. The degree of compaction required for all types of fills and exposed subgrades shall be as listed below. Material shall be moistened or aerated as necessary to provide the moisture content that will facilitate obtaining the specified compaction.

<u>Material</u>	<u>ASTM</u>	<u>Required Density</u>	<u>Lift Thickness</u>
Exposed Subgrade Crawl In Underfloor Space	D698	90%	6 inches
Select Backfill (Playground/ Non-use Open Areas)	D698	90%	6 inches
Select Backfill Below Parking Areas	D1557	95%	6 inches
Moisture Conditioned Subgrade	D698	95%	8 inches
Backfill/Around Structures	D698	95%	8 inches
All Other Backfill	D698	95%	8 inches
Backfill/Flexible Base	D1557	95%	8 inches
Backfill/Pipe Trenches	D698	95%	12 inches
Backfill/Electrical	D698	95%	
Porous Granular Fill	D698	95%	6 inches
Porous Granular Embedment/Pipe Trenches	D698	95%	8 inches
Pit Run Sand around Utility Trenches	D698	95%	8 inches
Clay	D698	90%	8 inches

The testing laboratory shall perform tests necessary to provide data for selection of fill material and control of placement water content.

- C. Field density tests to insure that the specified density is being obtained will be performed by testing laboratory during each day of compaction work. Number of test shall be approved by Project Architect/Engineer.
- D. If the tests indicate unsatisfactory compaction, the Contractor shall provide the additional compaction necessary to obtain the specified degree of compaction. All additional compaction work shall be performed by the Contractor at no additional cost to the Owner until the specified compaction is obtained. This Work shall include complete removal of unacceptable (as determined by the Project Architect/Engineer) fill areas and replacement and recompaction until acceptable fill is provided.

### **3.15 CRUSHED STONE PLACEMENT**

- A. Crushed stone shall be placed where shown on the Contract Drawings.

### **3.16 SHEETING, SHORING AND BRACING**

- A. Excavations for structures and pipe lines shall be open excavation, sheeted, shored and braced where necessary to prevent injury to workmen, structures, or pipe lines.
- B. All municipal, county, state and federal ordinances, codes, regulations and laws shall be observed.
- C. Used material shall be in good condition, not damaged or excessively pitted. All steel or wood sheeting designated to remain in place shall be new. New or used sheeting may be used for temporary work.
- D. All timber used for breast boards (lagging) shall be new or used, meeting the requirements for Douglas Fir Dense Construction grade or Southern Pine No. 2 Dense S3.
- E. All steel work for sheeting, shoring, bracing, cofferdams etc., shall be designed in accordance with the provisions of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the AISC except that field welding will be permitted.
- F. Steel sheet piling shall be manufactured from steel conforming to ASTM A 328. Steel for soldier piles, wales and braces shall be new or used and shall conform to ASTM A 36.
- G. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- H. Unless otherwise shown, specified, or ordered, all materials used for temporary construction shall be removed when work is completed. Such removal shall be made in a manner not injurious to the structure or its appearance or to adjacent Work.

### **3.17 SHEETING LEFT IN PLACE**

- A. Steel sheet piling shown to be left in place or ordered in writing to be left in place by the Project Architect/Engineer, shall consist of rolled sections of the continuous interlocking type unless otherwise approved. The type and design of the sheeting and bracing shall conform to the above specifications for all steel work for sheeting and bracing. Steel sheeting installed but not removed shall be new.
- B. Steel sheet piling to be left in place shall be driven straight to the lines and grades as shown or directed. The piles shall penetrate into firm materials with secure interlocking throughout the entire length of the pile. Damaged piling having faulty alignment shall be pulled and replaced by new piling.
- C. The type of guide structure used and method of driving for steel sheet piling to be left in place shall be subject to the approval of the Project Architect/Engineer. Jetting will not be permitted.
- D. Contractor shall cut off piling left in place to the grades shown or ordered by the Project Architect/Engineer and shall remove the cutoffs from the site.
- E. Contractor shall thoroughly clean wales, braces and all other items to be embedded in the permanent structure, and shall make provisions that the concrete surrounding the embedded element is sound and free from air pockets or harmful inclusions. The provisions shall include the cutting of holes in the webs and flanges of wale and bracing members, and the welding of



steel diaphragm waterstops perpendicular to the centerline of brace ends which are to be embedded.

- F. Subsequent to removal of the inside face forms, and when removal of bracing is permitted, steel shall be cut back at least 2 inches inside the wall face and the opening patched with cement mortar. The concrete shall be thoroughly worked beneath wales and braces, around stiffeners and in any other place where voids may be formed.
- G. Portions of sheeting or soldier piles and breast boards which are in contact with the foundation concrete shall be left in place, together with wales and bracing members which are cast into the foundation or superstructure concrete.

### **3.18 FINAL GRADING AND EMBANKMENTS**

- A. To the extent available backfill material from excavations shall be placed in accordance with these Specifications to final grades with a minimum compacted depth of 6 inches.
- B. After other outside Work has been finished, and backfilling and embankments completed and settled, all areas on the site of the Work which are to be graded shall be brought to a subgrade suitable with the indicated elevations, slopes, and contours with suitable excess excavation material. Subgrade shall be left below the finished grades shown on the Drawings to allow for topsoil placement. Reference Landscape Specifications for topsoil depth, where applicable.

### **3.19 TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT**

- A. The Contractor shall prepare and submit the following items to the Owner.
  - 1. Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity. This notice shall be prepared and filed with the TCEQ at least 48 Hrs. before the start of construction.
  - 2. Conform to the storm water pollution prevention plan.
  - 3. Notice of Termination (NOT) of coverage under the TPDES General Permit.
  - 4. The above documents will be filed with the TCEQ by the General Contractor. Contractor is to coordinate with Project Civil Engineer as necessary.

### **END OF SECTION**

## **SECTION 31 22 13 ROUGH GRADING**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Remove topsoil and stockpile for later reuse.
- B. Excavate subsoil and stockpile for later reuse.
- C. Grade and rough contour site.

#### **1.02 RELATED WORK**

- A. Section 31 00 00 – Earthwork.
- B. Section 31 23 16 – Excavation.
- C. Section 31 23 23.13 – Backfill.
- D. Section 31 23 33 – Trenching and Backfilling

#### **1.03 PROJECT RECORD DOCUMENTS**

- A. Submit documents under provisions of Section 01 70 00 'Contract Closeout'.
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

#### **1.04 PROTECTION**

- A. Protect benchmarks, existing structures, fences, and roads.
- B. Protect above or below grade utilities that are to remain.
- C. Repair all damage.

#### **1.05 QUALITY ASSURANCE**

- A. Owner is to employ a Testing Laboratory to perform Soil Testing and Inspection Service for quality control testing during grading and excavation operations.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Topsoil: Excavated material, graded free of roots, rocks larger than one (1) inch, subsoil, debris, and large weeds.
- B. Subsoil: Excavated material, graded free of lumps larger than six (6) inches, rocks larger than three (3) inches, and debris.
- C. Borrow: Borrow material for this project should consist of non-expansive select materials. Borrow material for this project shall be approved by the Architect/Engineer before use.
- D. Site Excavated Materials: Site materials may be used for fill, provided they are re-compacted to 95 percent (minimum) of the maximum dry density as obtained in the Standard Compaction Procedure (ASTM D-698) and placed in maximum eight-inch thick loose lifts. The width of actual compacted material will extend 2 feet beyond the edges of the proposed walkways and pavement areas. All areas that are not designated as walkways will be compacted to a minimum of 90%.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify the site conditions before beginning Work.
- B. Verify that survey benchmark and intended elevations for the Work are as indicated on Survey. Contractor will be responsible for verifying all horizontal distances for new and existing improvements.

#### **3.02 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through Work areas.
- E. Notify utility companies to remove and relocate utilities.
- F. Upon discovery of unknown utility or concealed conditions, discontinue affected Work; notify Project Architect/Engineer.

### **3.03 TOPSOIL EXCAVATION**

- A. Excavate topsoil from areas to be re-landscaped, or re-graded and stockpile in area designated on site.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding eight (8) feet. Cover to protect from erosion.

### **3.04 SUBSOIL EXCAVATION**

- A. Excavate subsoil from areas to be re-landscaped or re-graded marked areas and stockpile in area designated on site.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding eight (8) feet.
- D. When excavating through roots is necessary, perform Work by hand.

### **3.05 TOLERANCES**

- A. Top Surface of Subgrade: Plus or minus one (1) inch.

### **3.06 FILLING**

- A. Fill areas to new contours and elevations with approved materials only.
- B. Granular Fill: Place and compact materials in continuous layers not exceeding eight (8) inches uncompacted depth compacted to 95 percent.
- C. Subsoil and Topsoil Fill: Place and compact material in continuous layers not exceeding eight (8) inches uncompacted depth, compacted to 95 percent.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building a minimum of two (2) inches in ten (10) feet, unless indicated otherwise in Drawings.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Remove surplus fill materials from site.

### **3.07 FIELD QUALITY CONTROL**

- A. Field inspection and compaction testing of fill material will be performed under provisions of Section 01 40 00 'Quality Requirements' and as specified on Drawings.
- B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- C. Frequency of Tests: Perform one test for every 5,000 S.F. per lift, with a minimum of 3 each per test location.

## **END OF SECTION**

## **SECTION 31 23 16**

### **EXCAVATION**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General, Supplementary Conditions, Special Conditions and Division-1 Specification Sections, apply to Work of this Section.

##### **1.02 SECTION INCLUDES**

- A. Excavation for building foundations.
- B. Excavation for paving, trenching and drainage fill course.
- C. Excavation for utility trenches.
- D. Excavation for retaining walls.

##### **1.03 RELATED SECTIONS**

- A. Section 01 40 00 - Quality Requirements.
- B. Section 31 00 00 - Earthwork.
- C. Section 31 22 13 - Rough Grading.
- D. Section 31 23 23.13 - Backfilling.
- E. Section 31 23 33 – Trenching and Backfilling

##### **1.04 FIELD MEASUREMENTS**

- A. Verify that survey benchmark and intended elevations for the Work are as indicated on the Boundary Survey.

#### **PART 2 - PRODUCTS**

- 2.01** Fill Material outside of building area to comply with ASTM D2487. Use only approved fill material, free of clay, rock, gravel larger than 3" in any dimension, debris, frozen materials, vegetable and other deleterious matter.

#### **PART 3 - EXECUTION**

##### **3.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Notify Project Architect/Engineer if unidentified below grade utilities are encountered during excavation operations for instructions on how to proceed.
- D. Protect above and below grade utilities which are to remain.
- E. Protect features remaining as a portion of final landscaping.
- F. Protect benchmarks, existing sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

##### **3.02 EXCAVATION**

- A. Excavate subsoil required to accommodate pavement structures, slabs-on-grade, paving and site structures and construction operations.
- B. Excavate to working elevations for foundation and underfloor Work. Coordinate all special requirements; reference Structural Drawings and Specifications.
- C. Excavation cut not to interfere with normal 45 degree bearing splay of foundation.
- D. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- E. Hand trim excavation. Remove loose matter.

- F. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume. Larger material will also be removed under this Section.
- G. Notify Project Architect/Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume Work.
- H. Correct unauthorized excavation at no extra cost to Owner.
- I. Correct areas over-excavated by error in accordance with Section 31 23 23.13 'Backfill'.
- J. Remove excess material from site.
- K. Compact fill in areas to receive paving and walkways to 95% soil density; See Structural and Civil Drawings and Specifications for compaction requirements for structural components.
- L. Compact the exposed sub-grade areas in the underfloor to 90% soil density.
- M. Trenching: trenching for utilities to be carried to the building unless otherwise indicated in Drawings.

### **3.03 FIELD QUALITY CONTROL**

- A. Field inspection will be performed under provisions of Section 01 40 00 'Quality Requirements Services'.
- B. Provide for visual inspection of bearing surfaces.

### **3.04 PROTECTION**

- A. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation, from flooding and freezing.

**END OF SECTION**

## **SECTION 31 23 23.13 BACKFILL**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Building perimeter and site structure backfilling to subgrade elevations.
- B. Site filling and backfilling at all demolition areas that are excavated.
- C. Fill under pavement structures and walkways.
- D. Backfilling for retaining walls.
- E. Consolidation and compaction.
- F. Fill for over-excavation.
- G. Geotextile fabric.

#### **1.02 RELATED SECTIONS**

- A. Section 01 40 00 – Quality Requirements: Testing Laboratory Services: Testing Fill compaction.
- B. Section 31 00 00 - Earthwork.
- C. Section 31 23 16 - Excavation.
- D. Section 31 23 33 – Trenching and Backfilling.

#### **1.03 REFERENCES**

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D-698- Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.
- C. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ASTM D-1557- Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb Rammer and 18 inch Drop.

#### **1.04 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00 'Submittals'.
- B. Samples: Submit 10 lb. sample of each type of fill to testing laboratory, in air-tight containers.
- C. Mix designs and testing information for Lean Concrete and Controlled Low Strength Material.

### **PART 2 - PRODUCTS**

#### **2.01 FILL MATERIALS**

- A. Fill as specified on Drawings.
- B. Lean Concrete: concrete conforming to Section 03 30 00 with a compressive strength of 2,000 psi.
- C. Controlled Low Strength Material (CLSM – Flowable Fill): concrete conforming to City of San Antonio Standard Specification Item No. 413, or approved equal, with a 28 day unconfined compressive strength of 80 to 150 psi.

#### **2.02 ACCESSORIES**

- A. Vapor Retardant: 10 mil thick, polyethylene.
- B. Geotextile fabrics as shown on Drawings.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify fill materials to be reused are acceptable.

#### **3.02 PREPARATION**

- A. Generally, compact sub-grade to density requirements for subsequent backfill materials.

- B. Cut out soft areas of sub-grade not capable of in-situ compaction. Backfill with approved fill and compact to density equal to or greater than requirements for subsequent backfill material.

### **3.03 BACKFILLING**

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy sub-grade surfaces.
- C. Maintain optimum moisture content of backfill materials to attain required compaction density.
- D. Slope grade away from walkways minimum 2%, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Remove surplus backfill materials from site unless otherwise directed by project Architect/Engineer.
- G. Leave fill material stockpile areas completely free of excess fill materials.

### **3.04 TOLERANCES**

- A. Top Surface of Backfilling Under Paved Areas: Plus or minus one inch from required elevations.

### **3.05 FIELD QUALITY CONTROL**

- A. Owner will employ a Testing Laboratory to perform soil testing and inspection services for quality control testing. Field inspection and testing will be performed under provisions of Section 01 40 00 'Quality Requirements'.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D1557 and with Section 01 40 00 'Quality Requirements'.
- C. Compaction testing will be performed in accordance with ANSI/ASTM D1556 and with Section 01 40 00 'Quality Requirements'.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Proof roll compacted fill surfaces under paving.

### **3.06 PROTECTION OF FINISHED WORK**

- A. Recompect fills subjected to vehicular traffic. Reference Final Site Grading Plan for special Flexible Base requirements.

**END OF SECTION**

**SECTION 32 18 16.13  
ENGINEERED WOOD FIBER MATERIAL BID SPECIFICATION  
PROTECTIVE SURFACING UNDER AND AROUND PLAYGROUND EQUIPMENT**

**DESCRIPTION OF PRODUCT**

- Product is manufactured engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction (it is generally understood that the manufacturing process allows a few oversized pieces).
- Product to have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable\*.
- Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set for by the CPSC for use of wood products for protective surfacing.

**ASTM TESTING CERTIFICATION**

Manufacturer must be in compliance and provide testing data for the following standards as set forth by the American Standard for Testing Materials (ASTM), for surface systems under and around playground equipment.

- ASTM F1951-99 (previously ASTM PS 83-97) determination of accessibility of surface systems under and around playground equipment\*.
- ASTM F1292-96 impact attenuation of surface systems under and around playground equipment\*.
- ASTM F2075-01 standard specification for engineered wood fiber for use as playground safety surface under and around playground equipment\*.

**IPEMA CERTIFIED**

Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-99. A list of current validated products, their thickness and critical height may be viewed at [www.ipema.org](http://www.ipema.org)."

**GEOTEXTILE WOOD BARRIER FABRIC**

- Installation of Geotextile fabric must accompany that of the Engineered Wood Fiber Material surfacing on all new installations.
- Geotextile fabric must be a minimum of 19 mills thick and have a tested 256 gallons per square foot per minute permeability.

**MANUFACTURER AGREEMENT**

- Manufacturer must carry 10 million dollars in product liability insurance.
- Manufacturer must have a written 10-year limited product warranty.



### Engineered Wood Fiber Materials

Product – SafeSurf  
 Play Well Group, Inc.  
 San Antonio, TX  
 Contact: Jack West  
 San Antonio / South Texas Sales Consultant  
 Ofc: 210-690-7529  
 Fax: 800-560-9150  
 Cell: 210-241-4172  
 Email: [jack@playwellgroup.com](mailto:jack@playwellgroup.com)

Product – Sof'fall  
 Park Place Recreation Designs, Inc.  
 San Antonio, TX  
 Contact: Bob Ahrens, President  
 Ofc: 210-821-5878  
 Fax: 210-832-0115  
 Cell: 210-416-6482  
 Email: [bob@miracleparkplace.com](mailto:bob@miracleparkplace.com)

### Geotextile Fabric

Product – Sof'Fall Geotextile Fabric  
 Manufacturer – Sof'Solutions Recreation Surfacing  
 Distributor – Park Place Recreation Designs, Inc.,  
 San Antonio, TX  
 Contact: Bob Ahrens  
 Ofc: 210-821-5878  
 Fax: 210-832-0115  
 Cell: 210-416-6482  
 Email: [bob@miracleparkplace.com](mailto:bob@miracleparkplace.com)

Product – PolySpun 300 Landscape  
 Fabric Manufacturer – Landmaster  
 Commercial Products  
 Distributor – PlayWell Group, Inc.  
 San Antonio, TX  
 Contact: Jack West  
 Ofc: 210-690-7529  
 Fax: 800-560-9150  
 Cell: 210-241-4172  
 Email: [jack@playwellgroup.com](mailto:jack@playwellgroup.com)

Product – PolySpun 300 Landscape Fabric  
 Manufacturer – Landmaster Commercial Products  
 Distributor: Park Place Recreation Designs, Inc.,  
 San Antonio, TX  
 Contact: Bob Ahrens  
 Ofc: 210-821-5878  
 Fax: 210-832-0115  
 Cell: 210-416-6482  
 Email: [bob@miracleparkplace.com](mailto:bob@miracleparkplace.com)

**END OF SECTION**

**SECTION 33 40 00**  
**STORM DRAINAGE UTILITIES**

**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Storm drainage piping, fittings, and accessories.
- B. Catch basins, paved area drainage, manhole access, site surface drainage, and surface grates including subsurface drainage lines.

**1.02 RELATED SECTIONS**

- A. Section 31 23 16 - Excavation: Excavating subsoil for sewerage system piping.
- B. Section 31 23 23.13 - Backfill: Backfilling over piping up to sub-grade elevation and underside of fill under paving.
- C. Section 31 23 33 – Trenching and Backfilling: Trenching for Utility Lines.
- D. Section 03 30 00 - Cast-in-Place Concrete: Concrete type for catch basin manhole and cleanout base pad construction.

**1.03 REFERENCES**

- A. ANSI/ASTM A74 - Cast Iron Soil Pipe and Fittings.
- B. ANSI/ASTM C14 - Concrete Sewer, Storm Drain, and Culvert Pipe.
- C. ANSI/ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- D. ANSI/ASTM C443 - Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
- E. ANSI/ASTM D2729 - Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- F. ANSI/ASTM D2751 - Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
- G. ANSI/ASTM D2774 - Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.
- H. ANSI/ASTM D3033 - Type PSP Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- I. ANSI/ASTM D3034 - Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

**1.04 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for materials and installation of the Work of this Section.

**1.05 SUBMITTALS**

- A. Submit Shop Drawings under provisions of Section 01 40 00 'Quality Requirements'.
- B. Submit Shop Drawings indicating dimensions, layout of piping, gradient of slope between corners and intersections, locations and elevations of catch basins, manholes, cleanouts and grate inlets.
- C. Submit Product Data under provisions of Section 01 40 00 'Quality Requirements'.
- D. Submit Product Data indicating pipe, pipe accessories, lids, open grates, and steel frames.
- E. Submit Manufacturer's Installation instructions under provisions of Section 01 40 00 'Quality Requirements'.

**1.06 PROJECT RECORD DOCUMENTS**

- A. Submit documents under provisions of Section 01 77 00 'Project Closeout'.
- B. Accurately record location of pipe runs, connections, catch basins, manholes, cleanouts, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

## **PART 2 - PRODUCTS**

### **2.01 SEWER PIPE MATERIALS**

- A. Cast Iron Pipe: ANSI/ASTM A74; extra heavy service type; inside nominal diameter as indicated on drawings, plain end joints.
- B. Cast Iron Pipe Joint Device: ANSI A21.11, rubber gasket joint device.
- C. Reinforced Concrete Pipe: ANSI/ASTM C76, Class III with Wall Type B, bar reinforcement, inside nominal diameter as shown on drawings bell and spigot end joints.
- D. Reinforced Concrete Pipe Joint Device: ANSI/ASTM C443, rubber compression gasket joint.
- E. Aluminized Steel Spiral Ribb Type 2 Pipe: ASTM A929; AASHTO M274
- F. Poly Vinyl Chloride Pipe: ASTM D2729; ASTM D3033; ASTM D3034

### **2.02 PIPE ACCESSORIES**

- A. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in required 'T', bends, elbows, cleanouts, reducers, traps, and other configurations required.

### **2.03 CATCH BASINS**

- A. Basin Lid and Frame: Cast iron construction as indicated on drawing details, hinged lid.
- B. Shaft Construction and Concentric Cone Top Section: Reinforced pre-cast concrete pipe sections, lipped male/female dry joints; nominal shaft diameter of forty eight (48) inches.
- C. Base Pad: Cast-in-place concrete of type specified in Section 03 30 00 'Cast-In-Place Concrete', leveled top surface to receive concrete shaft sections, sleeved to receive storm sewer pipe sections.

### **2.04 MANHOLES**

- A. Lid and Frame: Cast iron construction, lid design, nominal lid and frame diameter of thirty-two (32) inches.
- B. Shaft Construction and Concentric Cone Top Section: Reinforced pre-cast concrete pipe sections, lipped male/female dry joints, cast steel ladder rungs into shaft sections at twelve (12) inches, nominal shaft diameter of forty eight (48) inches.
- C. Base Pad: Cast-in-place concrete of type specified in Section 03 3000 'Cast-In-Place Concrete', leveled top surface to receive concrete shaft sections, sleeved to receive sewer pipe sections.

### **2.05 FILL MATERIAL**

- A. Drainage Material: Type specified in Section 31 00 00 'Earthwork'.
- B. Granular Embedment Material: Type specified in Section 31 00 00 'Earthwork'.
- C. Controlled Low Strength Material (CLSM – Flowable Fill): concrete conforming with a 28 day unconfined compressive strength of 80 to 150 psi.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that trench cut or excavation base is ready to receive work, and excavations, dimensions, and elevations are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Hand trim excavations to required elevations. Correct over excavation with fill material of lean concrete.
- B. Remove large stones or other hard matter that could damage drainage pipe or impede consistent backfilling or compaction.

**3.03 INSTALLATION – PIPE**

- A. Install pipe, fittings, and accessories in accordance with ANSI/ASTM C12 and Manufacturer's Instructions. Seal joints watertight.
- B. Place pipe on minimum eight (8) inch deep bed of coarse filter aggregate.
- C. Lay pipe to slope gradients noted on layout drawings, with maximum variation from true slope of 1/8 inch in ten (10) feet.
- D. Install coarse filter aggregate at sides and over top of pipe. Provide top cover to minimum compacted thickness of twelve (12) inches.
- E. Place filter fabric over leveled top surface of filter aggregate cover prior to subsequent backfilling operations. Geotextile fabric similar to Mirafi 140N, to reduce the infiltration and loss of fines from backfill material
- F. Increase compaction of each successive lift. Refer to Section 31 23 23.13 'Backfilling' for compaction requirements. Do not displace or damage pipe when compacting.

**3.04 INSTALLATION - CATCH BASINS AND MANHOLES**

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated.
- D. Mount lid and frame level in grout, secured to top cone section to elevation indicated.

**3.05 FIELD QUALITY CONTROL**

- A. Field inspection will be performed under provisions of Section 01 40 00 'Quality Requirements'.
- B. Request inspection by Engineer and Contracting Officer prior to and immediately after placing filter aggregate cover over pipe.

**3.06 PROTECTION**

- A. Protect finished installation under provisions of Section 01 40 00 'Quality Requirements'.
- B. Protect pipe and filter aggregate cover from damage or displacement until backfilling operation is in progress.

**END OF SECTION**

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