



Flour Bluff Independent School District
A RECOGNIZED SCHOOL DISTRICT



FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT

RFP# 25-0515

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

CORPUS CHRISTI, TEXAS

(Prepared by)

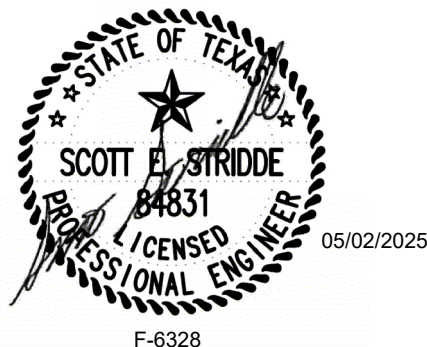
Stridde, Callins and Associates, Inc.

342 South Navigation BLVD

Corpus Christi, Texas 78405

Texas Firm No. F-006328

361-883-9199



F-6328

May 2, 2025
SCA Project No. 2025195

**FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

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**FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

REQUEST FOR PROPOSAL

PUBLIC NOTICE:

Competitive Sealed Proposals for **“FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT”** for the Flour Bluff Independent School District, Corpus Christi, Texas, will be received by the Flour Bluff School District, Arti Bhakta – Purchasing Agent, at the FBISD Administration Building at 2505 Waldon Road, Corpus Christi, Texas 78418 **Thursday at 2:00 o'clock p.m., May 15, 2025.**

(Offerors are encouraged to deliver proposals early. Any late proposals received will be rejected.)

Pre-Proposal Conference and Site Visit will be held at the Transportation and Maintenance Office, 2510 Waldon Road, Corpus Christi, Texas 78418 on **Wednesday at 2:00 o'clock P.M., May 7, 2025.**

Project consists of: Replacement and installation of intercommunication system cabling speakers, call-in switches and installation of new / relocated existing Bogen IP Bridges (as necessary) at the Intermediate School, High School (ROTC and Field House), Auditorium, and Annex. Scope shall include all related work as indicated on drawings and specifications created by Stridde, Callins and Associates, Inc.

The Instructions for Offerors, Proposal Form, Conditions of the Contract, Construction Contract, Performance Bond, Payment Bond, Technical Specifications, Technical Drawings and other Contract Documents may be obtained via digital download. Electronic Proposal Documents are available for download from the engineer's office upon request.

All Offerors must register with Engineer's office to receive documents download link, status updates for addendums, clarifications and the like: Stridde, Callins, and Associates, Inc.; 342 S. Navigation Blvd, Corpus Christi, Texas 78405, Telephone 361-883-9199; Patty Garcia (p.garcia@scaengineering.com).

The Flour Bluff Independent School District reserves the right to waive any informality or to reject any or all Proposals. Alteration or modification of the Proposal Forms shall be cause for rejection of the Proposal.

Each Offeror must deposit with their Proposal, a Proposal Security in the amount, form and subject to the conditions provided in the Instructions to Offerors.

No Offeror may withdraw their Proposal within sixty (60) days after the actual date of the opening thereof.



INSTRUCTIONS FOR OFFERORS

Article 1. Nature of Project:

1. The Flour Bluff Independent School District, Corpus Christi, Texas (hereafter called the "Owner") will receive Competitive Sealed Proposals for:

FBISD INTERMEDIATE AND HIGH SCHOOL
INTERCOMMUNICATION REPLACEMENT
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

(hereafter called the "Project") in accordance with the Drawings, Specifications, and other Contract Documents prepared by Stridde, Callins and Associates, Inc. (hereafter called "Engineer").

2. Time is of the essence. The completed Project must be delivered to Owner substantially completed on or before **July 31, 2025**, except as such date may be extended by delays approved by Engineer in accordance with the terms of the Contract Documents governing the construction of such Project. On-site work may begin on or after the date of Notice to Proceed and after the Pre-Construction meeting is conducted. Work may be completed during normal working hours or after normal working hours and on weekends between 7:00 a.m. and 4:00 p.m. Failure to complete such Project within the time prescribed will subject the Offerors to whom the contract is awarded (hereafter called "Contractor") to liability for liquidated damages, as provided in the Supplementary General Conditions of the Contract.

Article II. Form of Proposals:

1. Lump-sum proposals, designated "Competitive Sealed Proposal", for construction of the complete and entire Project will be considered.

2. Proposals must be submitted on the forms promulgated by Owner and accompanied by bid proposal security as set out in Paragraph 1 of Article III below. No Proposal, or modification to a Proposal, shall be made orally or by telephone or by telegraph or by facsimile transmission ("fax").

3. All blank spaces in the Proposal form should be filled out completely, and all numbers set forth both in words and in figures. If the Offerors does not desire to submit a proposal on any part of the Proposal or any alternate, they should insert the words "**none**" or "**no proposal**".

4. Proposals must be submitted in sealed opaque envelopes plainly marked showing the Project for which the Proposal is intended, the type of Proposal contained, and the name and address of the Offerors. Provide One (1) clearly marked original containing original signatures and Four (4) clearly marked exact COPY. The original shall be accompanied with an electronic version in PDF format on USB-Type-A flash media drive. Proposals are to be addressed to the Board of Trustees, Flour Bluff Independent School District, Corpus Christi, Texas, and are to be delivered to the Finance Department, Attention Arti Bhakta, Purchasing Agent, Flour Bluff I.S.D. Administration Building, 2505 Waldron Road, Corpus Christi, Texas prior to 2:00 o'clock P.M., May 15, 2025. At approximately 2:15 p.m. on the same day, or as soon thereafter as the Owner considers feasible, the Proposals will be opened and read aloud publicly.

- a. Offerors shall submit with their Proposal the following;
- b. Additional criteria as required by Article VIII, Competitive Sealed Proposal Selection Criteria.
- c. Conflict of Interest form.

- d. Felony Conviction Notification form.
- e. Proposal security.
- f. The successful Offerors, upon award of a contract, shall execute a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission.

5. Proposal may be withdrawn by written or telegraphic request received by Owner prior to the time fixed for opening. Two signed copies of any such telegraphic withdrawal should be forwarded immediately to Owner in a sealed opaque envelope properly marked to identify the contents. Faxed proposals, bid/proposal bonds, etc., are not acceptable.

6. All proposals shall be computed exclusive of the Texas Sales Tax. That is, such tax shall not be added to the amount bid for the construction of such project.

7. Unless the Owner rejects all proposals, the Owner intends to award a contract to the Offerors that offers the best value to the Owner based upon the listed selection criteria and its ranking evaluation. In determining best value, Owner is not restricted to considering price alone, but may consider any other factors stated in the selection criteria. If the Owner is unable to reach a contract agreement with the selected Offerors, the Owner shall formally and in writing, 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 Offerors is notified of the acceptance of its proposal, and (ii) 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 award and thereafter negotiate with and award the contract to the next ranked Offeror, or may reject all proposals.

Article III. Bid Proposal Security:

1. A certified or cashier's check, or bid proposal bond acceptable to Owner, in the amount of at least five percent (5%) of the largest amount bid must accompany each Proposal submitted. Such bid proposal security is to protect Owner against the withdrawal of proposals following the opening of proposals, and to further protect Owner against the failure, neglect or refusal of any Offeror awarded a contract to execute the required Contract and furnish the required Bonds within ten (10) days after notification of the acceptance of their proposal.

2. If any Offeror withdraws their proposal, they shall forfeit such proposal security to Owner as liquidated damages for such default. If any Offeror whose proposal is accepted by Owner fails or refuses to enter into the Contract provided for by Owner or fails or refuses to furnish the required Contract and required Bonds within ten (10) days after notification of such acceptance, he shall forfeit such proposal security to Owner as liquidated damages for such default.

3. The proposal security of all bidders, except the three lowest, shall be returned promptly after the tabulation of proposal. All proposal security will be returned at such time as the Construction Contract has been executed by the successful Offeror. However, if Owner fails to accept any proposal within sixty days after the date scheduled for opening of proposals and an Offeror withdraws their proposal, their proposal security shall also be returned.

Article IV. Financial Condition of the Offerors:

1. Any Offerors, in order to be eligible to submit a proposal, must be able to demonstrate to the satisfaction of the Owner that they have the financial capacity to carry on the work until such time as they receive the first payment under the Contract, and that they are able to finance the work between payments until the construction is completed and accepted.

Article V. Examination of Contract Documents & Site:

1. Each Offerors, before submitting his Proposal, shall fully examine and acquaint himself with the Contract Documents and the site of the proposed Project. They shall make such investigation as they may deem necessary to fully inform themselves of the existing conditions, facilities, difficulties, restrictions and requirements incident to completion of the Project under the terms of the Contract.

2. Failure of the Offerors to acquaint themselves adequately with the site and such conditions, facilities, difficulties, restrictions and requirements will not relieve him of their obligation to perform the entire Contract at the price set forth in this proposal.

Article VI. Contract Documents:

1. Drawings and Specifications and General Conditions incorporated by reference are on file at the offices of the Executive Director of Operations, Transportation and Maintenance Building, Flour Bluff Independent School District, 2510 Waldron Road, Corpus Christi, Texas, and at the offices of the Engineer, Stridde, Callins and Associates, Inc., 342 South Navigation Blvd, Corpus Christi, Texas 78405, where they may be inspected by qualified Offerors without charge. Any interested Offerors will be given an electronic copy of the Contract Documents at no charge via digital download link with documents in PDF format. (Request all documents from Mrs. Patricia Garcia (361) 883-9199, p.garcia@scaengineering.com.)

2. Any qualified Offerors who desires to obtain a paper set of Contract Documents is able to print a set at their own expense.

3. If any Offeror is in doubt as to the meaning of any part of the Drawings, Specifications, or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, they shall immediately call the Engineer's attention to same by written notice or request for an interpretation of same. If such written notice or request is delivered to the Engineer prior to 72 hours before the time set for opening proposals, the Engineer shall issue a written addendum, forwarded to all persons who, to the knowledge of the Engineer, are prospective bidders setting out any corrections to such Contract Documents or the Engineers' interpretation thereof, as the case may be. Any opinion expressed by Engineer in interpreting the Contract Documents shall not be binding upon Owner, nor does Engineer warrant that the Owner will accept their interpretation of such documents.

Article VII. Addenda:

1. Changes in or official interpretations of the Contract Documents will be made only by written addenda.

2. Receipt of all addenda issued by Engineer shall be acknowledged in each Offeror's proposal, and shall constitute a part of the final contract. It is the duty of each Offeror to obtain any and all addenda via contacting Stridde, Callins and Associates, Inc. to be placed on the Offerors List. Failure of an Offeror to receive any addenda will not release them from any obligation under his Proposal. However, if any Offerors fails to receive any addenda, and their proposal is otherwise determined to be the best proposal, the contract may be awarded to the Offeror and the changes in the work

set out in the addenda will be incorporated into the contract by a change order, with a corresponding adjustment in the contract price to be made as provided in the Conditions of the Contract.

Article VIII. Competitive Sealed Proposal Selection Criteria:

1. Owner reserves the right to reject any or all Proposals, to accept the Proposal or Proposals it considers most advantageous, and to waive irregularities or informalities in the proposal, and to hold all Proposals for sixty (60) days after the date scheduled for opening such proposals.

2. Award of the contract resulting from this request for Competitive Sealed Proposal shall be under the selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this request for Competitive Sealed Proposals. The criteria are as follows:

- a) Price of Proposals: 40% (400 possible points)
- b) Relevant Experience and Capability: 20% (200 points maximum)
- c) Past Performance on Related Work: 10% (100 points maximum)
- d) Quality Assurance/Warranty: 10% (100 points maximum)
- e) Proposed Subcontractors: 10% (100 points maximum)
- f) Reputation for Schedule/Punchlist Completion: 5% (50 points maximum)
- g) Historically Underutilized Business "HUB": 5% (50 points)
- h) A schedule of values: 0% (Zero points but is required for evaluation)

Article IX. Performance & Payment Bonds:

1. Contractor shall furnish a Performance Bond (if the project cost exceeds \$100,000.00) and a Payment Bond (if the project cost exceeds \$25,000.00), as required by law, each in the amount of the full contract price, and each on the forms promulgated by Owner. Such bonds must be written by a Company, or companies, acceptable to and approved by Owner. Owner will not accept a bond written by any company which does not meet all of the following requirements:

- a. The bond must be executed by a corporate surety or 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.
- b. The surety or sureties executing such bond must be listed in the most current issue of the U. S. Department of Treasury Circular 570 (hereinafter called "Circular 570") as an acceptable surety to execute bonds for federal project.
- c. The amount for which the bond is written shall not exceed the underwriting limitation prescribed by Circular 570 for the surety or sureties executing such bond.

2. Contractor will be responsible for bonding the entire job at the time of execution of the Construction Contract and shall include the premium for such bonds in his bid.

Article X. Wage Scale:

1. The construction of this Project is subject to Chapter 2258, Government Code, as amended (the "Act"), the terms of which require that not less than the general prevailing rate of current per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing of per diem wages for legal holidays and overtime work, shall be paid by Contractor to all laborers, workmen and mechanics employed under this contract.

2. Owner has ascertained that the general prevailing rate of per diem wages in this locality for each craft or type of workman or mechanic needed to carry out the Contract are those set out in Appendix A, attached hereto and made a part hereof.

3. A contractor, or subcontractor, in violation of this Act is liable for the penalties provided in the Act, reference is here made.

Article XI. Permits & Fees:

1. The Contractor shall include within his proposal the cost of all required permits and fees at applicable.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

FBISD Intermediate and High School Intercommunication Replacement
2505 Waldron Road
Corpus Christi, Texas 78418

THE OWNER:

(Name, legal status and address)

Flour Bluff Independent School District
2505 Waldron Road
Corpus Christi, Texas 78418

THE ARCHITECT:

(Name, legal status and address)

Stridde, Callins and Associates, Inc.
342 S. Navigation Blvd.
Corpus Christi, Texas 78405

The term "Architect" shall have the same meaning as
"Engineer" where indicated in this document

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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


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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (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 or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written 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 of the Contractor 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. **The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Contract Documents.**

§ 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Addenda

Addenda are written or graphic instruments issued by the Owner prior to the receipt of bids or proposals, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.2 The most recently issued Contract Document takes precedence over previously issued forms of the same document. Figures given on Drawings govern scale management, and large scale details govern smaller scale Drawings. If an item is shown one place in the Drawings, but not another, or called for in a schedule or the specifications but not shown on the Drawings, or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions. The order of precedence is as follows with the highest authority listed first: A. The Agreement, B. Addenda, C. Supplemental Conditions, D. General Conditions, E. Specifications and F. Drawings.

§ 1.2.1.3 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation. The terms and conditions of this Clause 1.2.1.2, however, shall not relieve either party of any of the obligations set forth in Paragraphs 3.2 and 3.7, and this provision shall not be considered to be more important than Subparagraph 1.2.1.1.

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

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

§ 1.2.4 Product and Reference Standards

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

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

§ 1.2.5 Relation of Specifications and Drawings

General Requirements in the Specifications govern the execution of all Work. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the

Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 is authorized to**

speak on behalf of the Owner. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into a contract, to approve a Change Order requiring an increase in the Contract Sum, or agree to an extension to the contractual Completion Date, unless this authority is lawfully delegated. Neither the Architect nor Contractor may rely on the direction of any employee of Owner who has not been designated in writing by the Owner. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized personnel.

§ 2.1.2 Not Used

§ 2.1.3 The Owner, being a public body under the laws of the State of Texas, must have funds in the full amount of the Contract on hand prior to award and execution of the Contract. Furthermore, no Contract exists between the Owner and the Contractor until the formation of the Contract is approved by a majority of the Board of Trustees of the Owner in open session at a duly held Board meeting, and the Contract is signed by an authorized Owner's representative.

§ 2.1.4 At any time prior to the Owner's receipt of the executed Agreement with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in the Agreement by delivering to the Contractor a written notice stating so. Such notice shall be signed by the Owner's designee, and shall be effective on receipt by the Contractor. The rejection of the offer described in this Agreement shall cause no obligation or duty to the District save return of bid or proposal security, if any, if rejection is without cause. This paragraph does not pertain to rejection for cause by the Owner, or for the Contractor's failure to provide required bonds or insurance.

§ 2.2 Evidence of the Owner's Financial Arrangements (Deleted)

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 If requested to do so, in writing, by Contractor, prior to start of the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations **which are known to the Owner** for the site of the Project, and a legal description of the site. The Contractor **may** rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. **The survey shall not relieve Contractor from its obligations to examine the site.**

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Contractor will be furnished, free of charge, five (5) copies of Drawings and Project Manuals. The Contractor will be furnished, at its sole cost and expense, as many additional copies as it may require.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has

been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 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 notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

§ 2.6 Owner's Occupancy

Contractor agrees that the Owner may place and install as much equipment and furnishings during the progress of the building construction as is possible before completion of various parts of the Work, or may occupy portions of the Work before substantial completion of the entire Work, and further agrees that such placing and installing of equipment and furnishings or occupancy of portions of the Work shall not in any way evidence the substantial completion of the entire Work, or signify Owner's acceptance of the Work, nor does it affect claims for liquidated damages in case Substantial Completion is not achieved as required unless the failure to reach Substantial Completion is the result of the early move-in or occupancy.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect 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 The Contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the Contract Documents to actual observable site conditions prior to execution of the Work. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information

furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing 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. Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the Drawings and Specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipeline and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its construction work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including

- .1 the location, condition, layout and nature of the Project site and surrounding areas,
- .2 generally prevailing climatic conditions,
- .3 anticipated labor supply and costs,
- .4 availability and cost of materials, tools and equipment and
- .5 other similar issues.

§ 3.2.6 Notwithstanding the delivery of a survey or other document by the Owner, Contractor shall perform all work in such a non-negotiated manner so as to avoid damaging any utility lines, cables, pipes or pipeline on the property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during its construction work resulting from its negligent conduct.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects

to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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.

§ 3.3.4 The Contractor and subcontractor shall ensure that on-site fraternization shall not occur between personnel under the Contractor's or subcontractor's direct or indirect supervision and students, school employees and the general public.

§ 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 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

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

§ 3.6.1 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.

§ 3.6.2 The Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exception from the Texas Sales and Use Tax for materials used in such Project. Owner's tax exempt number will be furnished to the Contractor.

§ 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.

§ 3.7.1.1 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 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, bonds, insurance 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.

§ 3.9.1.1 The superintendent shall remain on the Project until final acceptance.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 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 make available, at the Project site, one record copy of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one record copy of the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect. The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents and has no duty to notify Contractor of same. By entering into the Contract Documents or any other agreement with any Architect, Owner does not warrant the adequacy of any Drawings, Plans, Specifications or other Construction 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. **The term "Architect" means the Architect or the Architect's authorized representative.**

§ 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.

§ 4.2 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect 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 13.4.2 and 13.4.3, whether or not the 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, 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 of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.2.5 The Contractor shall disclose to the Owner any ownership interest or affiliation between the Contractor and any potential subcontractor prior to entering into a subcontract and the Owner shall have the right, in its sole discretion and pursuant to 5.2.3, to reject any such affiliated subcontractor. Further, Contractor shall not subcontract the work as a whole.

The approval of subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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;
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract;
- .3 **such assignment shall not constitute a waiver by Owner of its right against Contractor, because of defaults, delays and defects for which a subcontractor or material vendor may also be liable; and**
- .4 **the subcontractor provides bonds as required by law of Prime Contractors, and by Owner.**

§ 5.4.2 Owner shall only be responsible for compensating subcontractors for Work done or materials furnished when the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall be responsible for compensating subcontractors for undisputed amounts not previously paid to the Owner.

§ 5.4.3 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor after written notice for undisputed amounts not previously paid to Contractor subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12. **It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor.**

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

§ 6.3.1 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.

§ 6.3.2 Job site cleanup will be performed on a daily basis. The Owner and/or Program Manager will periodically check the site to see that all construction areas, nearby roads, walkways and/or grounds are maintained in a clean and safe manner. The cost to clean up the site will be assessed to the Contractor each time the Owner is required to clean the area due to failure of the Contractor or his designee to satisfactorily perform or enforce this sites cleanup requirements. The Owner will assess the cost. Before assessing the cost, the Contractor shall be given notice of the failure to clean the site and one business day after the date of the notice to clean up the site. If the Contractor fails to clean up the site, after notice, the Owner may assess the cost for clean up.

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, Contingency Authorization, 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. **Except as permitted in Paragraph 7.3 or 15, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order.**

§ 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing

the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. **The Contractor shall carry out such written orders promptly.** If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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.

§ 8.2.1.1 If Contractor fails to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion in this Contract and the other Contract Documents, Contractor shall pay to the Owner, as liquidated damages, the sum set out in the Contract between Owner and Contractor for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. The total liquidated damage claim is determined by multiplying daily-liquidated damage amounts stated in the Contract by the number of days late. A fraction of a day shall be counted as a full day. It is hereby agreed that the actual damages which Owner will suffer by reason of later completion would be difficult to ascertain, and the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor's failure to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion, and not a penalty. Liquidated damages shall be paid as they accrue and may be adjusted from any progress payment due.

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions and normal conditions expected at the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions and expected adverse weather conditions will be considered by the Architect.

§ 8.3.1.2 Contractor shall anticipate the following number of calendar days lost due to rain or inclement in executing the contract. No extensions of time will be granted until the number of calendar days listed have been exceeded. The allowed number of calendar days for each month cannot be carried over to the following months.

January	3 Days	May	4 Days	September	7 Days
February	3 Days	June	4 Days	October	4 Days
March	2 Days	July	3 Days	November	3 Days
April	3 Days	August	4 Days	December	3 Days

Init.

§ 8.3.1.3 When the Contract Time has been extended, as provided under this Paragraph 8.2, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs or other such reasons.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 On or before the fifteenth (15th) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in the Work, which are to be submitted in accordance with the requirements of Article 7.

§ 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

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.3 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. **The Contractor shall submit Applications for Payment in triplicate, using AIA Document G702 and G703 as referred to in Subparagraph 1.6.1.** **§ 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.

(Paragraph deleted)

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

§ 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. **Upon payment by the Owner of the invoiced cost, title to all such materials and equipment shall irrevocably pass to the Owner. The Contractor warrants that title to all materials and equipment covered by an Application for Payment will pass to Owner upon the receipt of payment by the Contractor. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No work, material or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained or an encumbrance is attached by the seller, the Contractor, or other party. CONTRACTOR AGREES TO INDEMNIFY OWNER FROM AND LOSS RESULTING FROM A BREACH OF THIS SECTION. Any off-site storage shall be in a bonded warehouse, suitably marked for the individual project, in addition to the requirements above.**

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.1.1 A retainage in the amount of five percent (5%) shall be withheld from the Certificates for Progress Payments, in accordance with the Agreement.

§ 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 **failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time.**

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 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. **If the Owner becomes aware that Contractor is not current in its legitimate obligations to suppliers, laborers and/or subcontractors on the Project, Owner may (but is not obligated to) withhold payment sufficient to cover the current legitimate obligations until it receives reasonable proof from the Contractor that this situation no longer exists. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligation under the Contract Documents.**

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. **Contractor shall not withhold as retainage a greater percentage on subcontractors or material men than the percentage Owner withheld as retainage from payments to the Contractor.**

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, pursuant to the Contract the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 The only remaining Work shall be minor in nature, so that the Owner or Owner's tenants could occupy the applicable portion of the Project on that date, and the completion of the work by the Contractor would not materially interfere with or hamper the Owner or Owner's tenants normal school operations or other intended use. As a further condition of Substantial Completion of the whole or designated portion thereof, the Contractor shall certify that all remaining Work with respect thereto will be completed within the time specified by the Contract Documents for Final Completion.

§ 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. **Except with the consent of the Owner, the Architect shall perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.**

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner may make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the Owner in writing, regardless of the stated date of Substantial Completion. Acceptance shall not be unreasonably withheld.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, 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. 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 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, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond

satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment
(Paragraphs deleted)

does not constitute a waiver of any claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.2 Contractor's employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.3 Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor, Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any alcohol or drug test.

§ 10.1.4 Contractor will comply with all applicable federal, state and local drug and alcohol-related laws and regulations. Owner has also banned the presence of all weapons on the Project site, whether or not the Owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1** employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

- .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 **other buildings, fencing**, trees, shrubs, lawns, walks, **athletic fields, facilities and tracks**, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

§ 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.

§ 10.2.7.1 When all or a portion of the Work is suspended for any reason, the Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury.

§ 10.2.7.2 The Contractor shall be responsible for the protection and security of the Work until it receives written notification that the Substantial Completion of the Work has been accepted by the Owner.

§ 10.2.8 Injury or Damage to Person or Property

§ 10.2.8.1 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 the injury or damage, whether or not insured, shall be given to the other party. The written notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition.

§ 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 the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Deleted

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.1 If the Contract amount is \$100,000 or more, the Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is \$25,000 or more, the Contractor shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which

comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide written notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of written notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of written notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification,

contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.1.2 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a Notice of Defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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. **Any corrective Work performed or to be performed under or pursuant to Paragraph 12.2 shall be warranted to the same extent as the Work is warranted hereunder for the greater of the remainder of the applicable warranty (corrective) period or ninety (90) days from the date such corrective Work has been completed.**

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.4.1 Where nonconforming Work is found, the entire area of work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming Work shall be at the Contractor's expense, and performed by the Owner's testing laboratory if such services are reasonably required by the Architect. All corrected Work shall be retested at the Contractor's expense. Reasonable Architectural services required to analyze nonconforming Work shall be paid for by the Contractor.

§ 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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. **The Contractor shall not assign the Contract as a whole, or in part, without written consent of the Owner.**

§ 13.2.2 **The Owner may, without consent of the Contractor, assign the Contract in whole or in part. In such event, the assignee shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignments.**

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 **Neither Contractor nor any of its materialmen, laborers, or subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights.**

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

(Paragraphs deleted)

§ 13.5 Prevailing Wage Rates

§ 13.5.1 In compliance with laws of the State of Texas relating to labor, the building construction wage rates listed in the Contract Documents have been ascertained and determined by the Owner as the general prevailing rates in the locality of the District for the classifications listed. The Contractor and each subcontractor shall pay to all laborers, workers and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of worker or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter.

§ 13.5.2 This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named.

§ 13.5.3 The Contractor shall forfeit, as a penalty to the Owner, Sixty Dollars (\$60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the rates stipulated hereinafter for any Work done under this Contract by him or by any subcontractor under him.

§ 13.6 Certification Of Asbestos-Free Project

§ 13.6.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction shall be asbestos free. The General Contractor shall provide certification for himself, all subcontractors, vendors, suppliers, and other entities, stating that materials and/or equipment used in the construction of the project do not contain asbestos in any form or concentration. Certification letters shall be dated, shall reference this specific Project, and shall be signed by an officer of the construction company.

§ 13.6.2 Final payment shall not be made until this letter of certification has been received.

§ 13.7 Certification Of Lead-Free Potable Water System

§ 13.7.1 Contractor shall submit to the Architect a letter, addressed to the Owner, stating that any components of the potable water system installed by the Contractor are lead-free as defined by the Safe Drinking Water Act Amendment of 1986 and the Lead Contamination Control Act of 1988.

§ 13.8 Family Code Child Support Certification

By signing this Agreement, the Contractor certifies a follows: "Under Section 321.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fourteen business days' written notice to the Owner and Architect, terminate the Contract.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon fourteen business 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.

§ 14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner or any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1, 14.1.2, and 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 **fails to furnish the Owner, upon request, with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;**
6. **engages in conduct that would constitute a violation of state or federal criminal law, including, but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or**
7. **fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.**

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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 Deleted

§ 14.2.5 If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible

bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase "balance of the Contract Sum" as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time may be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 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. Claims for additional time shall be documented in a written report submitted with each Application for Payment as periodically scheduled in the Contract. Claims for additional time due to adverse weather conditions will not be considered at the end of the Project unless so previously documented.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 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 15.1.7, 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.

§ 15.3.3 Deleted

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

SUPPLEMENTARY GENERAL CONDITIONS

The Conditions of the Contract, consisting of the General Conditions (AIA A201-2017) and the Supplementary General Conditions, shall Govern the construction of the entire Project. In the event of conflict between the provisions of the General Conditions and the Supplementary General Conditions, the provisions of the Supplementary General Conditions shall control.

ARTICLE 1. TEXAS SALES TAX:

Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exemption from the Texas Sales and Use Tax for materials used in such Project. The tax-exempt identification number for the Flour Bluff Independent School District is 1-74-6000593-1.

ARTICLE 2. LAYING OUT BUILDING:

Where applicable, Owner shall employ an experienced and competent licensed surveyor or civil engineer to establish a permanent bench mark to which easy access may be had during the progress of the Work, determine all lines and grades, and verify same from time to time during the progress of the Work.

ARTICLE 3. COOPERATION WITH OWNER & CITY BUILDING OFFICIALS:

When required, Contractor shall notify the proper official of the City of Corpus Christi in advance of all stopping and starting of construction. Contractor shall cooperate with the City officials at all times. If any authorized City official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to ensure that such official, or representative, can conveniently examine and inspect the Work. The Contractor shall document all City inspections by recording the date and time of the inspection and the name of the inspector. This information shall be submitted by the Contractor to the Engineer on a monthly basis along with Contractor's request for payment.

ARTICLE 4. MATERIALS:

Unless otherwise indicated in the Contract Documents, all materials shall be new, in strict compliance with the Specifications and the best of their respective kinds.

Before ordering any materials or doing any work, Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and the measurements indicated on the Drawings. Any differences which may be found shall be submitted to Engineer for his consideration and instructions before proceeding with the work.

Materials shall be furnished at such times and in such quantities as to insure the uninterrupted progress of the work according to schedule. Materials stored shall be properly protected from weather and damage.

Upon receipt of notice from Engineer that any material placed in the Project or on the site is not of the quality specified or has been improperly placed, Contractor shall remove same from the site or have same replaced, as the case may be, within seventy-two (72) hours after receipt of such notice.

ARTICLE 5. INSPECTION & TESTING of MATERIALS:

All testing of materials and equipment used in the construction of the Project shall be conducted at the discretion of Owner and at Owner's expense, unless otherwise specifically provided in the Contract Documents. Any re-testing of material or equipment that fails to meet the requirements of the specifications will be at Contractor's expense.

ARTICLE 6. HANDLING MATERIALS:

Contractor shall be responsible for the proper care and protection of all materials, tools and equipment delivered to the site for his use.

When any room of the Project is used as a shop, storeroom, or otherwise, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use.

Contractor shall protect and be responsible for any damage to his work or materials, from the date of the Contract until the final payment is made, and shall make good without cost to Owner, any damage or loss that may occur during this period.

Cement, lime, gypsum and other materials affected by the weather shall be covered and protected to keep them free from damage at all times.

Contractor shall store all materials as directed, in a manner that will allow the Engineer or Owner's representative to inspect them. Should any material be found defective or in any way not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by Engineer and, if so rejected, shall be removed at once from the premises by Contractor installing same.

ARTICLE 7. SALVAGED MATERIALS:

Used materials belonging to Owner or obtained from demolition or excavation operations at the site of the Project and reconditioned for incorporation into the Project area is hereafter termed "salvaged materials". Similar materials, owned by parties other than Owner and purchased, or to be purchased, for incorporation into the Project, are termed "second hand material".

Salvaged materials may be incorporated into the Project only if allowed in the Contract Documents.

ARTICLE 8. INSURANCE:

A. Contractor's Liability Insurance

Contractor shall purchase and maintain the liability insurance required by Paragraph 11.1 of the General Conditions with minimum limits as follows:

- | | | |
|----|--|-------------|
| 1. | General Aggregate Limit
Applies to all bodily injury and property damage
(other than products/completed operations)
personal injury and advertising injury. | \$1,000,000 |
| 2. | Products/Completed Operations Aggregate
Applies to all bodily injury and property
damage included in products/completed
operations. | \$1,000,000 |

- | | | |
|----|---|-------------|
| 3. | Personal & Advertising Injury
Applies to all claims by one person or organization. | \$1,000,000 |
| 4. | Each Occurrence Limit
Applies to all bodily injury and property damage incurred in one occurrence. | \$1,000,000 |
| 5. | Umbrella (excess liability policy)
or additional limits on all risks. | \$1,000,000 |

All insurance must be written by insurance companies that are rated in the A.M. Best Key Rating Guide -- Property & Casualty with a policy holder's rating of A and a financial size category of Class VII. A Designated Project or Premises Endorsement (CG 25 01 11 85) that applies the general aggregate to the project must be provided. The Owner is to be named as additional insured in the policy and a waiver of subrogation shall be provided to the Owner. No policy shall contain any exclusion for explosion, collapse, or underground coverage.

B. Builder's Risk or Installation Floater Insurance

Provide coverage against the perils of fire, lightning, windstorm, hail, explosion, smoke, theft, vandalism, malicious mischief, pollution clean-up, debris clean up and all other perils in the amount of one hundred percent (100%) of the value of the improvements including on-site material storage, transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment altered and repaired, up to installation, during testing, and until acceptance by Owner.

C. Workers' Compensation Insurance Certificate

1. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in 406.096, Texas Labor Code) - 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. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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.
3. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
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 the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
 - (a) 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
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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.
8. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:
 - (a) 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;
 - (b) 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;
 - (c) 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.

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

- (1) a certificate of coverage, prior to the other person beginning work on the Project; and
- (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

(f) 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs a-f, with the certificates of coverage to be provided to the person for whom they are providing services.

- 10. By signing the Construction Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of the self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11. 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 days after receipt of notice of breach from the Owner.
- 12. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i).

D. Business Automobile Liability Insurance

Contractor shall purchase and maintain business automobile liability insurance, covering all owned, and hired, and non-owned vehicles, with a minimum combined single limit of bodily injury (including death) and property damage to \$1,000,000 per occurrence. Such insurance is to include coverage for loading and unloading hazards.

ARTICLE 9. ABSENCE of LIEN:

Under the laws of the State of Texas, neither the Contractor nor any sub-contractor, mechanic, materialman or laborer, is entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by this Contract or the land upon which they are to be situated.

ARTICLE 10. DAMAGES:

If the Project is not substantially completed in accordance with the Contract Documents within the Contract Time, then Owner shall be entitled to recover from the Contractor, at Owner's sole election: (a) all loss or damage incurred or sustained by Owner, including but not limited to additional construction costs, fees, interest, loss of revenue, professional fees and attorneys fees: or (b) liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each calendar day thereafter until the Project is completed.

ARTICLE 11. ASBESTOS:

The Engineer has, to the best of his knowledge, included no new materials or components that contain asbestos. The Contractor and, in turn, his Sub-contractors and suppliers, shall be responsible for verifying same prior to all material orders and shall, if asbestos is determined to be present, identify same to Engineer prior to ordering. Asbestos containing materials may not be used in this contract.

ARTICLE 13. THE ARCHITECT

AIA Document A201 - 2017, General Conditions of the Contract for Construction, Article 4 Engineer shall be amended to reflect the Engineer to take the responsibilities of the Engineer at all locations referenced in the document. Replace the word "Architect" with "Engineer". Replace the word "Architecture" with "Engineering".

ARTICLE 11. CHANGE ORDER COSTS:

When the Engineer establishes that the method of valuation for Changes in the Work will be net cost-plus percentage fee in accordance with General Conditions, the percentage fee will be;

Ten (10) percent overhead and profit on the net cost of our own Work;

Five (5) percent on the cost of work done by any subcontractor.

COMPETITIVE SEALED PROPOSAL

**BOARD OF TRUSTEES
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
CORPUS CHRISTI, TEXAS**

Offerors:

This Proposal is submitted by _____,
_____, whose address is _____
_____ (hereafter called "Offeror"), for the
construction of **"FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION
REPLACEMENT"**, Flour Bluff I.S.D.,

Corpus Christi, Texas, (hereafter called "Project").

BASE Proposal: Proposer agrees to furnish for the total sum of

_____ Dollars (\$_____), all labor, services,
materials, tools, equipment and supervision necessary to the full and final completion of the project, and
everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable
therefrom, all in accordance with the Contract Documents governing the construction of such project
prepared by Stridde, Callins and Associates, Inc., (hereafter called the "Engineer").

PROPOSAL COST BREAKDOWN:

Intercommunication:	\$ _____
Electrical:	\$ _____
Contingency Allowance	\$ _____
(Total Proposal Sum)	\$ _____

ITEM OF WORK

INTERCOMMUNICATION
ELECTRICAL

PROPOSED CONTACTOR LIST

The criteria for evaluation and selection of the successful Offeror, will be based upon process identified in the Instructions for Offerors.

Offeror represents that, prior to preparing this Proposal, they have carefully read the Contract Documents, examined the site of the Project, and had made an investigation such that he is fully informed of the conditions, facilities, difficulties, restrictions and requirements which they will, or may encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Accompanying this Proposal is a certified or cashier's check or proposal bond payable to the order of the Flour Bluff Independent School District, Corpus Christi, Texas (hereafter called "Owner"), for not less than five percent (5%) of the largest amount for which a contract can be awarded under this proposal.

Offeror agrees that if they are awarded the contract, they will execute and deliver to Owner, within ten (10) days after they are notified of the acceptance of his proposal, a Contract for the construction of such Project, plus required project insurance and Bonds, in the forms acceptable to the Owner.

Should Offeror fail to execute such contract or furnish such Bonds within the prescribed time, Offeror agrees that the accompanying proposal security shall become the property of the Owner as liquidated damages for the additional delay and the expense which will be incurred by Owner as a result thereof.

Offeror agrees that if their Proposal is accepted by the Owner, Offeror will Substantially Complete all work called for in the Contract Documents on or before July 31, 2025 for all work, and if the work is not completed by such time, proposer agrees to pay to Owner, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents.

Offeror acknowledges receipt of Addenda No(s). ____ through ____.

Executed on _____, 2025.

Offeror _____

(If Offeror is a Corporation
complete the following:)

Signed By _____

ATTEST:

Sole Owner, or
Partner, or
President of

Whose Address is:

(Corporate Seal)

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
Corpus Christi, Texas

PERFORMANCE BOND

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES *

That we, _____, Contractor, as Principal, and
_____, as Surety, are hereby
held and firmly bound unto the FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT,
Corpus Christi, Texas (hereinafter called "Owner") in the full and just sum of _____
_____ for
the payment of which the said Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: WHEREAS the Principal entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the Owner acting by and through its Board of Trustees, dated _____, for the construction of the **"FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT"** Flour Bluff I.S.D., Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto, prepared by Stridde, Callins and Associated Inc. ("Engineer").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Contract in accordance with the Drawings, Specifications, and other Contract Documents pertaining thereto, as well as any changes, extensions, deletions or modifications thereof which may be made by Owner, with or without notice to the Surety, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason of Principal's default or failure so to do, shall fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or the making by the Owner of any payment or pre-payment under the Contract, or the giving by the Owner of any extension of time for the performance of the Contract, or the granting of any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is made and entered into solely for the protection of the Owner pursuant to the provisions of Chapter 2253, Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on _____, 2025.

PRINCIPAL

SURETY

Contractor

(Corporate Name)

By _____

By _____

Name: _____

Attorney-in-Fact

Title: _____

Name: _____

ATTEST:

By _____

Name: _____

Title: _____

Address of Contractor:

Address of Surety:

(Corporate Seal)

**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
Corpus Christi, Texas**

PAYMENT BOND

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES *

That we, _____, Contractor, as Principal, and
_____, as Surety, are hereby held
and firmly bound unto the FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT,
Corpus Christi, Texas (hereinafter called "Owner") in the full and just sum of _____
_____ for
the payment of which the said Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: WHEREAS the Principal entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the Owner acting by and through its Board of Trustees, dated _____, for the construction of **"FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT"**, Flour Bluff I.S.D., Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto, prepared by Stridde, Callins, and Associates, Inc ("Engineer").

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and materials in the prosecution of the work provided for in said Contract, as well as any changes, extensions, deletions or modifications thereof which may be made by Owner, with or without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or the making by the Owner of any payment or pre-payment under the contract, or the giving by the Owner of any extension of time for the performance of the contract, or the granting of any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability of any of them hereunder, notice to the surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is made and entered into solely for the protection of all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and material in the prosecution of the work provided for in said Contract, and each claimant shall have a direct right of action under the bond as provided in such Chapter 2253, Government Code, as amended.

EXECUTED on _____, 2025.

PRINCIPAL

SURETY

Contractor

(Corporate Name)

By _____

By _____

Name: _____

Attorney-in-Fact

Title: _____

Name: _____

ATTEST:

By _____

Name: _____

Title: _____

Address of Contractor:

Address of Surety:

(Corporate Seal)



AIA® Document A101® – 2017

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

AGREEMENT made as of the X day of May in the year two thousand twenty-five
(In words, indicate day, month and year.)

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

Flour Bluff Independent School District
2505 Waldron Road
Corpus Christi, Texas 78418

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

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

FBISD Intermediate and High School Intercommunication Replacement
2505 Waldron Road
Flour Bluff Independent School District

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

Stridde, Callins and Associates, Inc.
342 S. Navigation Blvd.
Corpus Christi, Texas 78405

The term "Architect" shall have the same meaning as "Engineer" where indicated in this document.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

- ☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[√] By the following date: July 31, 2025.

§ 3.3.2

(Paragraphs deleted)

Deleted

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Item	Price
------	-------

§ 4.4

(Paragraphs deleted)

Deleted

(Table deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor agrees to liquidated damages of \$500.00 for each calendar day Substantial Completion is not achieved.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the day designated by the Owner:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 7th day following the Board approval. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. The Board of Trustees shall approve the monthly application for payment on the last Thursday of the month.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

5%

(Paragraphs deleted)

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

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

Full retainage shall be held by Owner until final acceptance of the project, except as agreed to by Owner and Contractor.

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

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

N/A

§ 5.1.8 Deleted

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

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the contract documents, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect and Owner's Board of Trustees or the Board's designee has accepted the work and approved final payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the Owner's Board of Trustees or the Board's designee approved Final Payment of the final work. The parties understand that Final Payment will not occur until the entire project as outlined in the Contract Documents and in Section 3.3.1 and Article 4 is complete.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction (See Section 8.7)
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Joseph Guidry
Executive Director of Operations
Flour Bluff Independent School District
2510 Waldron Road
Corpus Christi, Texas 78418
PH: (361) 694-9703
Email: JGuidry@flourbluffschoools.net

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds (Refer to Article 10)

§ 8.5.1 Deleted

§ 8.5.2 Deleted

§ 8.6

(Paragraphs deleted)

Deleted

§ 8.7 Other Provisions:

- .1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Nueces County, Texas.
- .2 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunity from suit and liability as provided by the laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit or liability, except as specifically provided herein, and as specifically authorized by law.
- .3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part thereof, there shall be no mandatory arbitration for any dispute arising hereunder.
- .4 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.
- .5 This Agreement, in its entirety, shall be binding upon all the parties thereto, their respective successors,

Init.

heirs, executors, administrators or assigns.

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor (with Owner modifications)

- .2 Deleted

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction (with Owner Modifications).

Refer to Document bound in Project Manual dated May 2, 2025.

- .4 Deleted

- .5 Drawings

Refer to Exhibit "A"

(Paragraphs deleted)

- .6 Specifications

Refer to Exhibit " B"

- .7 Addenda, if any:

Number

Date

Pages

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

- .8 Other Exhibits:

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

[
(Paragraphs deleted)

✓] Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

Project Manual

Conditions of the Contract

[✓] Competitive Sealed Proposal Dated _____. Refer to Exhibit "C".

(Paragraphs deleted)

- .9 Other documents, if any, listed below:

Init.

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User Notes:

(928402030)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Invitation to Bid
- Instructions for Offerors
- Performance Bond
- Payment Bond
- Conflict of Interest Questionnaire
- Felony Conviction Notification
- Prevailing Wage Schedules
- Ozone Action Days Notice
- Certificate of Interested Parties – Form 1295
- Non-Collusion Affidavit

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2017 and Supplementary General Conditions.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment and Performance Bonds on Owner’s forms.	100% of contract amount for each bond
Insurance	As specified in Project Manual

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

OWNER (Signature)

Tomas Molina
Chief Financial Officer

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

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

4

Signature of person doing business with the governmental entity

Date

Felony Conviction Notification

*EDUCATION CODE
TITLE 2. PUBLIC EDUCATION
SUBTITLE I. SCHOOL FINANCE AND FISCAL MANAGEMENT
CHAPTER 44. FISCAL MANAGEMENT
SUBCHAPTER A. SCHOOL DISTRICT FISCAL MANAGEMENT*

Sec. 44.034. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR. (a) 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.

(b) 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.

(c) This section does not apply to a publicly held corporation.

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

Vendor's Name: _____

Authorized Company Official's Name
(Printed): _____

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

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

FLOUR BLUFF • NORTH PADRE ISLAND • NAS • CCAD**Minimum Prevailing Wage Rate for Nueces County 2024-25**

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	15.10	
Asbestos Abatement Worker	12.53	
Carpenter	15.31	
Concrete – Pour and Finish	14.78	
Crane Operator	25.34	
Driver	13.89	
Drywall Installer	15.55	
Electrician – Journeyman	24.67	
Electrician – Apprentice	19.54	
Elevator Mechanic – Journeyman	53.59	
Elevator Mechanic – Apprentice	46.18	
Fire Protection – Controls	17.01	
Fire Protection – Pipefitter	19.79	
Formwork Builder	13.99	
Glazier	16.98	
HVAC – Journeyman	24.09	
HVAC – Apprentice	15.18	
HVAC – Controls	20.93	
Insulator	15.37	
Ironworker	16.72	
Laborer/Helper	12.22	
Mason	18.37	
Equipment Operator – Light	14.37	
Equipment Operator – Heavy	16.09	
Painter	12.66	
Pipefitter – Journeyman	31.20	
Pipefitter – Apprentice	18.58	
Plasterer	14.89	
Plumber – Journeyman	29.51	
Plumber – Apprentice	19.50	
Reinforcing Steel Worker	15.15	
Roofer	19.14	
Stone Mason	17.40	
Terrazzo Installer	12.56	
Tile Setter	15.10	
Waterproofer	14.31	

OZONE ACTION DAYS NOTICE

Maintaining Corpus Christi's air quality attainment status is of prime importance to the Flour Bluff Independent School District. In order to keep emissions or generation of ozone precursors, such as VOC's (volatile organic compounds) and NOx (oxides of nitrogen) to a minimum, all Contractors and Subcontractors working on Flour Bluff I.S.D. projects are requested to adhere to the following recommendations at all times.

- A. Properly maintain all construction equipment and keep tires properly inflated to promote fuel efficiency.
- B. Encourage car pooling of employees to and from the Project site.
- C. Minimize idling of vehicles or equipment.
- D. Minimize vehicle trips as much as possible.
- E. Limit the use of internal combustion engines (ICEs) driven by gasoline or diesel, such as generators, compressors, welders and other gas-operated small equipment.
- F. Use clean burning fuels (*i.e.*, compressed natural gas, propane, low Reid vapor pressure gasoline, reformulated gasoline, and low emissions high performance diesel, etc.) for on- and off-road vehicles and equipment.

On days when the Texas Commission on Environmental Quality issues an ozone alert (via the City of Corpus Christi), the Owner, Flour Bluff I.S.D., may require that the Contractor either stop all operations or discontinue certain activities that lead to formation of ozone until the ozone alert is over. No additional monies will be paid to the Contractor for this interruption of the Work. However, the Owner will grant the Contractor an extension of time (day for day) for this delay. The following activities must be severely curtailed or stopped during ozone action days:

- A. Fueling of equipment between the hours of 7:00 a.m. and 6:00 p.m.
- B. Sandblasting and painting activities.
- C. Use of solvents and varnishes.
- D. Excessive use of ICE-powered vehicles and equipment that do not use clean-burning fuels.
- E. Idling of vehicles or equipment.

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.

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

5 Check only if there is NO Interested Party. ☐

6 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

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of TEXAS:

County of NUECES:

_____, being first duly sworn, deposes and says this:

(1) He is _____ of _____
(a partner or an officer) (the firm of, etc.)
the Proposer who has submitted the attached proposal.

(2) He is fully informed respecting the preparation and contents of the attached Proposal(s) and of all pertinent circumstances respecting each such Proposal.

(3) That Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Proposer, firm or person to fix the price or prices with the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Flour Bluff Independent School District of Corpus Christi, Texas or any person interested in the proposed contract; and,

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Offeror's Business Name) _____

(Offeror's Representative Signature) _____

(Offeror's Representative Title) _____

**FBISD INTERMEDIATE AND HIGH SCHOOL INTERCOMMUNICATION REPLACEMENT
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Work Covered by Contract Documents.
- B. Construction Timing.
- C. Phasing of Construction.
- D. Owner Occupancy and Contractor use of site and premises.
- E. Project Management and Coordination.

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

- A. Project Identification: Intermediate and High School Intercommunication Replacement
- B. Project Locations:
 - 1. Intermediate School, 377 Hustlin' Hornet Drive., Corpus Christi, Texas 78418.
 - 2. High School, 2505 Waldron Rd., Corpus Christi, Texas 78418.
- C. Owner: Flour Bluff Independent School District.
 - 1. Owners Representative: Mr. Joseph Guidry (Director of Maintenance and Operations).
- D. Engineer: Stridde, Callins, and Associates, Inc. 342 S. Navigation Blvd, Corpus Christi, Texas 78405.
 - 1. Engineer's Representative: Scott Stridde, P.E.
 - 2. Project Manager: Michael Kesterson, BSEE
- E. Project consists of replacement and installation of all intercommunication system cabling, speakers, and call-in switches, installation of new components (speakers, and IP bridges), and related work indicated on drawings and specifications.
- F. Work performed under this contract will be performed under a single prime contract; Intercommunication Contractor or General Contractor.
- G. Owner Furnished Equipment:
 - 1. FBISD has installed by previous projects the head end equipment and IP Bridges as indicated on the drawings.
 - 2. Contractor shall relocate existing IP bridges as necessary to comply with the zones indicated on the drawings. The Contractor shall provide any additional components and materials as needed for a compete and turn key installation, fully functional.

1.3 CONSTRUCTION TIMING:

- A. Timing and Construction Schedule:
 - 1. Physical Start of Work:
 - a. Intermediate School: Summer Break June 2, 2025 to July 31, 2025.
 - b. High School: Summer Break June 2, 2025 to July 31, 2025.
 - c. High school Field House, ROTC, Auditorium, and Annex:
 - 1) Generally, Summer Break June 2, 2025 to July 31, 2025.

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- 2) Work may be permissible to complete after house or weekends after the summer break if all work indicated on the drawings is not possible to complete during the summer break. FBISD and the Contractor will discuss the scheduling of this work after award of the contract.
2. Substantial Completion: Project shall be Substantially Completed on or before July 31, 2025.

1.4 PHASING OF CONSTRUCTION: Phasing of work shall be performed to maximize work completion as soon as possible.

1.5 OWNER OCCUPANCY AND CONTRACTOR USE OF SITE AND PREMISES:

- A. Summer 2025; June 2, 2025 through July 31, 2025:
 1. The Contractor will have full access to the Intermediate School and High School.
 2. FBISD janitorial staff will be cleaning the schools, but work can be scheduled in accordance with the cleaning schedule. Work by this contract shall take precedence over cleaning schedules.
- B. Work After July 31, 2025 (if required and approved by FBISD); Shall adhere to the following:
 1. Project locations will be generally occupied by Owner during the day from 7:00 a.m. to approximately 5:00 p.m., Monday through Friday and special hours on Saturdays and Sundays for educational purposes.
 2. Contractor will not be allowed to work in the facility on any testing days. Contractor is required to confirm all testing dates prior to the start of construction.
 3. After hours work at night, holidays, and weekends shall be pre-approved by Owner with a minimum of One (1) weeks' notice. The facilities shall be clean and ready for regularly scheduled facility use on the day following work performed after hours, holidays, or weekends.
 4. Schedule construction with Owner to minimize interference with Owner regular operations.
 5. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.6 PROJECT MANAGEMENT AND COORDINATION:

- A. Refer to Section 01 31 00 Project Management and Coordination requirements for project coordination meetings.

PART 2 - PRODUCTS

2.1 Not Applicable.

PART 3 - EXECUTION

3.1 Not Applicable.

END OF SECTION 01 10 00

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SECTION 01 20 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings, Technical Specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Contractor shall include in his proposal a contingency allowance as scheduled herein to be utilized solely at Owner's discretion for repair, refurbishment or replacement of existing systems, equipment or installations as may be required due to latent or unforeseen field conditions. If necessary, additional requirements will be issued by Change Order.
- C. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 3. Divisions 1 through 27 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE:

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.4 SUBMITTALS:

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION:

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

1.6 LUMP-SUM AND UNIT-COST ALLOWANCES:

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.

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- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 CONTINGENCY ALLOWANCES:

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 UNUSED MATERIALS:

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
- B. If requested by Engineer, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Engineer, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS

- 2.1 Not Applicable.

PART 3 - EXECUTION

3.1 EXAMINATION:

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

3.2 PREPARATION:

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

3.3 SCHEDULE OF ALLOWANCES:

- A. Allowances Include:
 - 1. Contingency Allowance: \$20,000.00

END OF SECTION 01 20 00

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK:

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS:

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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1.5 CHANGE ORDER PROCEDURES:

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE:

- A. Construction Change Directive: Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS

- 2.1** Not Applicable

PART 3 - EXECUTION

- 3.1** Not Applicable

END OF SECTION 01 26 00

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS:

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES:

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Project.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.

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- f. Change Orders (numbers) that affect value.
- g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - b. Provide a separate line item for materials and associated installation labor.
- 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Allowances: Provide a separate line item in the Schedule of Values for each allowance.
- 9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 - 2. Provide updated project schedule with each application. Applications without schedules are subject to rejection.
- B. Payment Application Times: The period of construction Work covered by each Application for Payment shall be one calendar month with the last day of each month as the end of that work period. Contractor shall issue payment application to Engineer within 10-days.
- C. Progress Payments:
 - 1. Progress payments shall be submitted to Engineer by the first of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 2. Contractor's Affidavit of Payment of Debts and Claims": Each progress payment shall include AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
 - 3. Updated Construction Schedule: Each progress payment shall include most up to date construction schedule that correlates to schedule of values work completion.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

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- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. At least one copy shall include waivers of liens.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Submittals Schedule (preliminary if not final).
 - 6. Copies of building permits.
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Initial progress report.
 - 9. Report of pre-construction conference.
 - 10. Certificates of insurance and insurance policies.
 - 11. Performance and payment bonds.
 - 12. Data needed to acquire Owner's insurance.
 - 13. Initial settlement survey and damage report if required.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
 6. AIA Document G707, "Consent of Surety to Final Payment".
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.
 9. Technical specification close-out requirements including contractor warranties.
 10. Final Passing City of Corpus Christi Inspection notification.
 11. Evidence of completion of Final Commissioning Plan as applicable.

PART 2 - PRODUCTS

2.1 Not Applicable

PART 3 - EXECUTION

3.1 Not Applicable

END OF SECTION 01 29 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 1 Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section 01 77 00 "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION:

- A. Coordination: Each contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate operations with operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.

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7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS:

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of structural, civil, mechanical, electrical systems and the like.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Format: Provide all submittal in PDF electronic format. Engineer will provide all responses electronically.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.
 2. Project superintendent must be present at construction location at all times of construction activity. Sub-contractors may not be allowed to work without supervision by Contractor's administrative and supervisory personnel.

1.6 PROJECT MEETINGS:

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within two days of the meeting.

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- B. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Responsibility for temporary facilities and controls.
 - o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.
 3. Minutes: Engineer will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related requests for interpretations (RFIs).
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.

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- o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Contractor Coordination Meetings: Conduct Contractor Coordination meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Engineer when necessary, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.

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3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Construction Progress Meetings:
1. Engineer will schedule construction progress meetings as needed during heavy construction activity as necessary to answer Contractor questions, to review construction progress, and to coordinate with the Owner. Regular meetings will not be conducted and will be performed on an as needed basis.
 2. Attendees: Owner's representatives, Engineer, Contractor and, where appropriate, Major Sub-Contractors and other third parties.
 3. Normal Agenda Items:
 - a. Review of work completed.
 - b. Understanding of work to be done in the upcoming weeks and the coordinating of contractor and Owner activities as needed.
 - c. Review of outstanding items and determination of those responsible for resolving any concerns.
 - d. Review of monthly applications for payment or requests for extensions of time.
 - e. Scheduling of upcoming events.
 4. Engineer shall record minutes and distribute copies to participants, with copies of the minutes to Owner and Contractor.
- F. Commissioning Coordination: Contractor shall provide and coordinate construction commissioning activities in accordance with Specification Section 20 00 10 as applicable.

PART 2 - PRODUCTS

- 2.1 Not Applicable.

PART 3 - EXECUTION

- 3.1 Not Applicable.

END OF SECTION 01 31 00

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SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Special reports.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 2. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS:

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

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- G. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS:

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Engineer's final release or approval.
- C. Construction Schedule: Submit three opaque copies.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Daily Construction Reports: Submit three copies at weekly intervals.
- E. Material Location Reports: Submit three copies at monthly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit three copies at time of unusual event.

1.5 COORDINATION:

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE:

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with construction schedule. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Construction Schedule, instead of tabulating them separately.

2.2 CONSTRUCTION SCHEDULE, GENERAL:

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling".
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each separate principal element of work as a separate numbered item. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Engineer.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. Materials.
 - b. Mechanical equipment.
 - c. Electrical equipment.
 - d. General construction.
 - e. Steel fabrications.
 - f. Foundations.
 - g. Materials and equipment of other trades necessary on this project.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than 7 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Fabrication.

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- e. Deliveries.
 - f. Installation.
 - g. Tests and inspections.
 - h. Adjusting.
 - i. Curing.
 - j. Startup and placement into final use and operation.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Cost Correlation: Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONSTRUCTION SCHEDULE:

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for the duration of the contract period.

2.4 REPORTS:

- A. Construction Reports: Prepare a construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial Completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

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- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS:

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE:

- A. Contractor shall employ skilled personnel with experience in scheduling and reporting techniques. Submit qualifications.
- B. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 - 4. Provide updated construction schedule with each payment application.
- C. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, and related Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Construction Schedule, and other submittals.
- B. Related Specification Sections include the following:
 - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 2. Division 01 Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 3. Division 01 Section 01 77 00 "Closeout Procedures" for submitting warranties.
 - 4. Divisions 2 through 27 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS:

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES:

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 Section 01 32 00 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

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3. Re-submittal Review: Allow 15 working days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 15 working days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 working days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
 6. Contractor's failure to process submittals in a timely manner does not relieve Contractor of contractual obligations for the completion of the work.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 23 10 10.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 23 10 10.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. **Deviations: Identify deviations from the Contract Documents in letter form at the beginning of each submittal section.**
- F. **Any material or equipment installed without the Owner Representative's prior approval shall, if so directed by the Owner's Representative, be removed and replaced with approved material or equipment at the Contractor's expense.**
- G. Test Reports: The Contractor shall submit to the Owner's representative all test reports in accordance with details specifically called for in the various Sections of the Specifications in this Division.
- H. **Means of Submittal:**
1. **Interim submittals** shall be forwarded to Engineer in **electronic format** delivered by means of e-mail, USB drive, CD, DVD, or FTP site.
 2. **Final submittals** shall be forwarded in **paper format** for record purposes with electronic copy enclosed with each. Provide three copies to Engineer; one for Engineer's records and two for Owner's records. Final submittals shall be included within Operation and Maintenance Manuals.
- I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.

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- c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exception Taken" or "Make Corrections Noted".
 - K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - L. Use for Construction: Use only final submittals with mark indicating "No Exception Taken" or "Make Corrections Noted" taken by Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS:

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Items to be submitted shall include but shall not be limited to materials, hangers, special supports, and equipment.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW:

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION:

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp or approval statement and will return them without action.

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- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will return each submittal with comments and indication of action required.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Each submittal will be reviewed by Engineer for compliance with general requirements of design and arrangement only; Engineer's comments or omission of comments do not relieve the Contractor of responsibility for performance of the work in compliance with all provisions and requirements of the Contract Documents. Job measurements and the coordination of all the dimensions for proper fit of all parts of the work and performance of all equipment supplies to meet Specification requirements are and remain specific responsibilities of the Contractor.
- G. Engineer's review of submittals does not relieve Contractor of his responsibility for deviations from Contract Documents or Contractor's errors and omissions except when acceptance of the specific deviation is given in writing.
- H. Engineer's review is only for conformance with the design concept of the project and for compliance with the information given in the contract.
 - 1. The review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto.
 - 2. The review shall not extend to review of quantities, dimensions, weight or gauges, fabrication processes or coordination with the work of other trades.

END OF SECTION 01 33 00

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SECTION 01 50 20 - CAMPUS SECURITY MEASURES

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. The Contractor, Subcontractors, their agents and all others who perform Work on any FBISD campus are required to observe the campus security.
- B. The Contractor, Subcontractors, and their agents shall perform background checks and shall guarantee and manage construction activities to prevent any person with a felony conviction or convictions for crimes of "moral turpitude" from gaining access to school property or entering any school facility. Any Covered Employee that has during the preceding Thirty (30) years, (a) been convicted of or placed on deferred adjudication community supervision for a offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or (b) been convicted of a felony offense under Title 5, Texas Penal Code if the victim of the offense was under 18 years of age at the time of the offense was committed; (c) been convicted of an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"); shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor(s) may permit such person to provide services at an Instructional Facility. If a covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. To the extent the Owner, not the Contractor obtains the CHRI. Contractor understands that they will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgement of the Owner as to whether the Covered must be excluded from the Project.
- C. All Contractor and sub-contractor employees are required to obtain a RAPTOR check before the start of any work and shall be required to update the check every Two (2) weeks. RAPTOR badge shall be provided by FBISD Maintenance Department for the Contractor to wear at all times.
- D. Superintendent: The Contractor project Superintendent shall be required to be on site at all times that work is taking place by the Contractors employees or any sub-contractors for the primary purpose of supervision. Superintendent shall be required to wear the RAPTOR badge and also have a Contractor issued badge that clearly notifies this employee as the "Superintendent".

1.2 CODE OF CONDUCT:

- A. Proper dress attire at all times, safety items, etc.
- B. All Contractor and sub-contractor employees shall wear a company uniform with company logo visible at all times in addition to all security badges.
- C. Interaction with students, faculty, and staff is discouraged. The District will not tolerate "cat-calling," "whistling," "profanity," or derogatory remarks.
- D. No smoking or tobacco products are allowed on campus.

1.3 SAFETY ISSUES:

- A. All construction related workers shall adhere to all FBISD safety plans, programs, and procedures.

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- B. All construction related workers shall adhere to all FBISD campus parking regulations.
- C. All worksites must be secured with construction fencing and barricades as needed to protect the public from construction activities in accordance with all OSHA requirements. Contractor shall regularly inspect all control system and maintain as needed for continuous duty.
- D. All campus incidents shall be reported.
- E. Contractor shall not use or possess any alcohol or fire arms on school property.
- F. Contractor shall check in with FBISD and shall wear FBISD issued identification badges as required at all times during construction.
- G. Safety and Security requirements shall be detailed at pre-construction meeting. FBISD shall provide badges to Contractor as needed.

1.4 POLICY STATEMENT:

- A. Student, instructor and all staff safety and campus security are a concern to FBISD. Each campus presents security concerns in terms of site access, traffic, classroom and non-classroom related functions. The construction work performed at each campus is directive in nature and work rules for each project can vary depending on the scope of work. FBISD has responsibilities to the students, staff, and others to ensure that safety measures are strictly applied on each project.

1.5 RELATED REQUIREMENTS:

- A. Section 01 31 00 – Project Management Coordination.
- B. Section 01 52 00 – Construction Facilities.

PART 2 - PRODUCTS

- 2.1** Not Applicable.

PART 3 - EXECUTION

- 3.1** Not Applicable.

END OF SECTION 01 50 20

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SECTION 01 52 00 - CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, telephone service, and sanitary facilities.
- B. Construction Facilities: Parking, progress cleaning.

1.2 TEMPORARY ELECTRICITY:

- A. Contractor shall use Owner electrical power from power receptacles located at project sites. Provide flexible power cords as required to extend power as needed to work areas. Owner will pay the actual cost of all energy used directly for this project. Contractor shall pay for all required additional power as needed as part of contract.

1.3 TELEPHONE SERVICE:

- A. Contractor shall provide temporary telephone service and shall pay for all telephone service charges incurred by the contractor for this project.
- B. The use of cellular telephones is acceptable.

1.4 TEMPORARY SANITARY FACILITIES:

- A. Contractor shall utilize the Owner's restroom facilities within the respective building locations. All facilities shall be maintained by the Contractor during the course of construction.

1.5 PARKING:

- A. Park in publicly designated areas only. All special parking shall be pre-authorized by Owner on a limited time basis as needed during special functions only.
- B. The contractor is encouraged to car-pool workers to the job site from other parking locations.

1.6 PROGRESS CLEANING:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

PART 2 - PRODUCTS

- 2.1 Not Applicable.

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PART 3 - EXECUTION

3.1 Not Applicable.

END OF SECTION 01 52 00

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, and other related Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Specification Sections include the following:
 - 1. Division 1 Section 01 33 00 "Submittal Procedures".
 - 2. Divisions 2 through 27 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION:

- A. Definition: Substantial completion is the stage in the progress of Work when the entire project and all systems are fully complete and fully operable permitting Owner full and complete use of the entire Project, subject only to correction of completion of minor finish work items that value of which shall in no event exceed one percent (1%) of the Contract Sum. Refer to the General Conditions and the Supplemental General Conditions as applicable.
- B. Preliminary Procedures: Before requesting review for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, Operation and Maintenance Manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Functional Performance testing of systems as per Commissioning Plan.
 - 8. Submit test/adjust/balance records.
 - 9. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 - 10. Submit changeover information related to Owner's occupancy, use, operation and maintenance.
 - 11. Complete final cleaning requirements, including touchup painting.
 - 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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- C. Substantial Completion Review: Submit a written request for Engineer review for Substantial Completion. On receipt of request, Engineer will either proceed with review or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION:

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section 01 29 00 "Payment Procedures".
 - 2. Submit certified copy of Engineer's Substantial Completion review list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 5. Evidence of Final Inspection Completion by AHJ.
- B. Final Completion Review: Submit a written request for Final Review for acceptance. On receipt of request, Engineer will either proceed with review or notify Contractor of unfulfilled requirements. Engineer will review a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST):

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.

1.6 WARRANTIES:

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

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- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING:

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - c. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - d. Wipe surfaces of electrical equipment and similar equipment.
 - e. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

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SECTION 26 00 00 – ELECTRICAL SPECIFICATIONS

1.1 GENERAL:

- A. Sections of the Specifications covering general and supplemental conditions are a part of the contract and Contractors shall observe all of the requirements thereof, insofar as they pertain and are applicable to their respective work. Reference to Contractor or Contractors shall imply the Electrical Contractor.
- B. Contractor shall examine all Drawings and Specifications, visit all sites of proposed renovation; become fully informed as to the extent and character of the work required and make provisions for same in the amount of his proposal. It will be assumed that the Contractor, in submitting his proposal, has visited the premises and his proposal covers all work necessary to properly install his work.
- C. If any requirements of the Drawings and the Specifications appear to be difficult to perform, or if there is a question regarding performance, Contractor shall report same to the Engineer during the bidding period. The right to make any reasonable change in the location of outlets, apparatus, and equipment up to the time of rough-in is reserved by the Engineer without involving any additional expense.
- D. If any discrepancies occur during construction between work being performed by the Contractor and work by others, it shall be the responsibility of the Contractor to notify the Engineer immediately. Under no circumstances shall the Contractor proceed with any work conflicting with work by others until such time as the discrepancies have been corrected. In cases where interference develops, Engineer shall decide which work is to be relocated regardless of which was first installed.
- E. Contractor shall proceed with his work so as to conform to the progress of the approved construction schedule not delay the project. Contractor shall complete all installations as soon as the conditions of the project will permit.

1.2 SCOPE:

- A. Work to be accomplished under these Specifications includes the furnishing of all labor, materials, apparatus, and connections to complete, in finished operating condition the work for Intermediate and High School Intercommunication Replacement, Flour Bluff Independent School District, Corpus Christi, Texas.
- B. All items of labor, material, or equipment not required in detail by the Specifications or Drawings, but incidental to, or necessary for the complete installation and proper operation of all phases of work described herein, or reasonably implied in connection therewith, shall be furnished as if called for in detail by the Specifications or Drawings.
- C. Work is to be completed from point of service to each outlet indicated on Drawings and/or specified herein with all accessory construction as may be required to make the installation of each piece of equipment complete and ready for normal service. In general, this work consists of the following:
 - 1. A partial system of conduits, junction boxes, pull boxes, outlet boxes with plates, Wiremold 2300 series surface raceway, Wiremold 2300 series accessories, and a complete system of speakers, conductors, IP Bridges (if required), amplifiers (if required), and related items for the intercommunications system as indicated on the drawings.

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- D. Installation of this work, including all materials and labor, shall be first class in every respect and in exact accordance with these Specifications and accompanying Drawings. It is intended that Specifications and accompanying Drawings shall include everything requisite and necessary for proper installation of electric wiring, even though every item may not be particularly mentioned in detail.

1.3 WORKMANSHIP:

- A. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their particular trades. All installations shall be complete in both effectiveness and appearance whether finally enclosed or left exposed. Engineer reserves the right to direct the removal or replacement of any item which in his opinion does not present a reasonable, neat, or workmanlike appearance, providing that same can be properly installed in an orderly way by usual method for such work. All specialties and appurtenances shall be installed to conform to manufacturer's recommendations unless otherwise specified.

1.4 CODES, PERMITS, AND FEES:

- A. Entire installation shall be done in strict accordance with all local, state, and federal ordinances, codes, and regulations.
- B. In the event there is a conflict between the Drawings and Specifications and the applicable codes, ordinances, and regulations, requirements of the codes, ordinances, and regulations shall govern. However, if the contract requirements are in excess of these requirements and do not conflict with the requirements, the contract provisions shall govern. If any work indicated on the Drawings is in conflict with codes, ordinances, and regulations, Contractor shall advise the Engineer so that discrepancies may be corrected on the Drawings and Specifications. Failure by the Contractor to advise of any discrepancies shall leave the Contractor fully and completely responsible for compliance with all applicable codes and requirements.
- C. All work shall comply with Standards contained in applicable NFPA pamphlets and the requirements of the local authority having jurisdiction.
- D. Contractor shall obtain all permits and pay all fees necessary in connection with his work.

1.5 SAFETY STANDARDS:

- A. It shall be Contractor's sole responsibility to initiate, maintain, and supervise all safety precautions required by local, state, and federal laws, including OSHA (Occupational Health and Safety Administration) and trench safety laws.

1.6 MATERIALS AND EQUIPMENT:

- A. All materials and equipment furnished under this contract shall be in strict accordance with these Specifications, and shall be new. Equipment shall be of the latest or current products available. Electrical materials and equipment shall bear the label of UL (Underwriters Laboratories, Inc.).
- B. All materials and equipment shall be clearly marked, stamped, or labeled for identification. Identification marks or labels shall be plainly visible for inspection and shall not be obscured or obliterated in any manner. Covering shall not be done until so ordered by the Engineer.

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1.7 SUBMITTALS:

- A. Contractor shall furnish to the Engineer, within a reasonable time after award of contract, and prior to commencing any work, complete brochures of all electrical gear and equipment which the Contractor proposes to furnish. Data shall include descriptive literature, performance data, diagrams, capacity information, etc., to substantiate that proposed equipment will meet all of the requirements of the Drawings and Specifications.
- B. All data must be checked and any required changes indicated thereon by the Contractor, signed, and dated prior to furnishing same to the Engineer for approval. Contractor's attention is directed that it is mandatory that he thoroughly review data prior to furnishing same to assure that equipment is in accordance with Drawings and Specifications and to assure prompt return of the data.
- C. Each submittal brochure shall be neatly organized into a single binder or electronic PDF file. In each brochure provide cover sheet identifying project name and location, Engineer, Engineer, General Contractor, and Electrical Contractor. Include Contractor's addresses and phone numbers. Provide adequate space for Engineer's and Engineer's stamps. Provide quantity of submittal copies required by other sections of the Specifications.
- D. Each submittal brochure shall be separated (with tabbed numbers) and shall follow the format below:
 - 1. Cover Sheet (refer to description in 1.7.C above).
 - 2. Table of Contents.
 - 3. Miscellaneous Material.
- E. If above information is not provided complete as specified above and within the allocated time, all equipment shall be furnished exactly as specified without any substitutions.
- F. In furnishing substitute data for Specified equipment and materials, Contractor must, in writing, specifically call to attention of the Engineer every deviation from the Contract Drawings and Specifications.
- G. Review of data, Drawings, etc., shall not be construed as releasing the Contractor from further responsibility, but rather as a means to coordinate the work and to aid in the proper selection and installation of the equipment. All material and equipment shall be subject to final acceptance by the Engineer at the completion of the project.

1.8 WARRANTY:

- A. Any defects from defective or improper materials or faults arising from improper workmanship which may appear within a period of twelve (12) months from the date of Final Acceptance shall be amended and made good by the Contractor at his own cost. Owner shall furnish to the Contractor a letter indicating the date of Final Acceptance.
- B. Where such defective work results in damage to existing facilities or the work of other trades, all such work shall be restored to its original condition at the expense of the Contractor by parties skilled in the particular work required.

1.9 PROTECTION:

- A. All work, equipment, and materials shall be protected at all times to prevent damage or breakage either in transit, storage, installation, or testing. All openings shall be closed with caps or plugs during installation. All material and equipment shall be covered and protected against dirt, water, chemicals, or mechanical injury. Failure on the part of the

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Contractor to provide adequate protection will be cause for rejection of the unprotected equipment and materials.

1.10 CUTTING AND PATCHING:

- A. Where existing surfaces are disturbed, cut, or damaged and these surfaces are exposed to view in finished areas, Contractor shall replace same with materials and finish matching existing surfaces. All patches, etc., shall thoroughly bond with the original surfaces and shall be level with same. Cutting and patching of existing surfaces shall be done by parties skilled in that particular work. All openings around conduits or piping through floors or walls shall be grouted and sealed.

1.11 SLAB AND WALL PENETRATIONS:

- A. All conduit passing through the exterior walls shall have the space between the conduit and penetrated surface packed with and caulked watertight and rodent proof.

1.12 CLEANING:

- A. Contractor shall thoroughly clean all equipment and devices furnished and/or set by him and shall remove all debris that may have accumulated during the job. After equipment and materials are inspected, any discrepancies shall be amended as directed.

1.13 DRAWINGS:

- A. These Specifications are accompanied by Drawings indicating typical layouts, and equipment locations, etc. Drawings and these Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. All electrical outlets indicated on the Drawings are schematic. Exact location of each outlet shall be based upon existing conditions and actual requirements of equipment to be served.
- B. Drawings as prepared are in general diagrammatic. Contractor shall carefully lay out his work at the site to conform to existing conditions, architectural, structural, mechanical, and electrical conditions, to avoid all obstructions and to conform to details of installation as indicated on the Drawings and supplied by the manufacturers of the equipment to be installed and thereby to provide an integrated, satisfactorily operating installation. All necessary offsets in conduit, fittings, etc., required to avoid interferences between piping, equipment, architectural, and structural shall be furnished and installed by the Contractor without additional expense to the Owner.

1.14 CHANGES:

- A. Any changes from the Drawings necessary to make the installation conform to building construction, to make this work fit the work of other trades, or to make this work conform to the rules of the city and municipal bodies having jurisdiction shall be made by the Contractor at his (the Contractor's) own expense.

1.15 FIRE PROTECTION/SOUND ATTENUATION SEALANT:

- A. All conduit, etc., penetrations through fire separation, walls, partitions, floors, etc., shall be sealed with firestop sealant or foam system. Firestop sealant or foam shall be UL classified for the application, shall have intumescent characteristics, and shall be listed (1 hour, 2-hour, 4 hour) to match the rating of surface penetrated.

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- B. All conduit, etc., penetrations through walls, partitions, floors, etc., which are not fire rated but are intended to attenuate sound shall be sealed with expandable foam or other material to provide sound barrier.

1.16 ESCUTCHEONS:

- A. Where exposed conduit passes through floors, walls, or ceilings in finished spaces, they shall be fitted with chromium plated stainless steel escutcheons firmly secured to the pipes and held in place with set screws.

1.17 DEMOLITION AND WORK WITHIN EXISTING BUILDING:

- A. This project shall be accomplished as required to accommodate the Owner's need to utilize the existing buildings during the course of this project. During this project, portions of the existing buildings shall remain in service. Disruption of owner activities and/or discontinuities of existing services during owner occupied times will not be permitted.
- B. In the preparation of these documents, effort has been made to show the approximate locations of, and connections to the existing wiring, conduit, equipment, and other apparatus related to this phase of the work. However, the Contractor shall be responsible for verifying existing conditions which are associated with new work. Contractor shall visit the site to inspect the facilities and related areas. Contractor shall inspect and verify all details and requirements of all the Contract Documents, prior to submittal of proposal. All discrepancies between the Contract Documents and existing conditions shall be reported to the Engineer during the bidding period.

1.18 REMOVED MATERIALS, DEVICES, AND COMPONENTS:

- A. All intercommunication components, speakers, and call-in switches which are selected by the owner shall become the property of the owner. All such components, speakers, and call-in switches shall be delivered by the contractor to a location on the campus which is selected by the owner. All intercommunication components, speakers, and call-in switches which are not selected by the Owner shall become the property of the Contractor. Such components, speakers, and call-in switches shall be removed from the premises by the Contractor.
- B. All removed materials shall become the property of the contractor and shall be promptly removed from the premises by the contractor and properly disposed of.

1.19 USE OF ENGINEERS ELECTRONIC DRAWINGS:

- A. The Contractor may request the use of electronic copies of the Engineers Drawings for preparation of Contractor shop drawings. Upon receipt by the Engineer of the executed Engineer's standard Waiver of Indemnification, the Engineer will forward requested Drawings (with Engineering seal removed) to the contractor for use by the Contractor.

1.20 CONDUIT AND TUBING:

- A. Conduit size for interior applications shall be ½" unless otherwise indicated on the Drawings or otherwise specified. Conduit size for exterior / underground applications shall be ¾" unless otherwise indicated.
- B. Conduit installed above grade in damp or wet locations shall be rigid hot-dip galvanized conduit as manufactured by Republic, Allied, Triangle, Wheatland, Western, or an approved equal, with screwed couplings and fittings. All fittings used shall be hot-dip galvanized.

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- C. Fittings and connections involving dissimilar metals shall not be allowed in damp or wet locations.
- D. All conduit in furred ceiling spaces, interior masonry, or stud partitions and dry locations shall be galvanized thinwall (EMT) with die-cast watertight, insulated throat type compression fittings. Indentor type or set screw type connectors and fittings will not be accepted. All conduit installed in finished spaces shall be concealed unless otherwise specifically indicated on the Drawings.
- E. Contractor shall utilize Wiremold 2300 Series surface raceway and required accessories for a complete installation at existing walls and inaccessible ceilings.

1.21 INSTALLATION AND ROUTING OF CONDUITS:

- A. All conduit or surface raceway shall be run in the straightest possible path.
- B. Not more than three (3) 90-degree bends will be permitted in any one (1) conduit or surface raceway run and no run shall be longer than allowed by the National Electrical Code without the installation of pull boxes. There shall not be any pull boxes or junction boxes installed in inaccessible space.
- C. All conduit which is stubbed and capped below grade for future services shall be terminated with PVC T/A and female threaded rigid galvanized steel cap so that stub may be located in the future with a metal detector.

1.22 HANGERS AND SUPPORTS:

- A. Contractor shall provide all hangers and supports for supporting all conduit, surface raceways, cabinets, and equipment of all types. All hangers and supports shall be secure and of a type appropriate in design, application, and dimensions for the particular application.

1.23 PAINTING:

- A. Electrical Contractor shall touch-up or refinish if so, directed by the Engineer any panels, cabinets, switchboards, fixtures, and other equipment furnished with a factory finish which shall become damaged in shipment or installation.

1.24 SURFACE MOUNTED WIREMOLD BOXES:

- A. All boxes shall be set with covers plumb and square with the finished surface.
- B. All boxes shall be securely attached to the surface by suitable fasteners.
- C. Any boxes not installed in a workmanlike manner shall be removed by Contractor; wall repaired, and box reset.
- D. Boxes and conduit fittings for outdoor work shall be cast aluminum, watertight, and have gasketed coverplates.

1.25 ACCESSORY CONSTRUCTION APPARATUS:

- A. It is the intention that these Specifications shall provide a complete installation, except as herein specifically excepted. All accessory construction and apparatus necessary or advantageous in the operation or testing of the work shall be included. Omission of specific

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references to any part of the work necessary for such complete installation shall not be interpreted as relieving the contractor from furnishing such work.

1.26 WORKMANSHIP AND INSTALLATION:

- A. Contractor shall have his choice as to the location of conduits, pull boxes, etc., except for locations set by dimensions on Drawings, provided his choices do not interfere with piping, fixtures, and equipment installed by other Contractors working on the same project, and do not interfere with the characteristic features of the building. In cases of such interference, the Engineer will determine the locations of the interfering items.
- B. Contractor shall make such progress in his work that he will not delay the work of other trades unduly.
- C. Contractor shall provide service to all using connections.
- D. Cutting of any structural member, regardless of material, shall be kept at a minimum. Contractor shall pay for repairing damage to such members.
- E. All electrical fixtures and fittings of all types shall be properly supported to construction.

END OF SECTION 26 00 00

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SECTION 27 51 23 - INTERCOMMUNICATION SYSTEM

1.1 GENERAL:

- A. Sections of the Specifications covering general conditions, supplementary conditions, conditions of the construction contract and Section 26 00 00 are a part of the contract and Contractors shall observe all of the requirements thereof, insofar as they pertain and are applicable to their respective work. Reference to Contractor or Contractors shall imply Intercommunication Contractor.
- B. Section 26 00 00 are a part of these Specifications for FBISD Intermediate and High School Intercommunication Replacement, Flour Bluff Independent School District, Corpus Christi, Texas. All applicable conditions and requirements of Section 26 00 00 and conditions of the contract shall apply to this Section of the Specifications.
- C. Applicable National Fire Protection Association (NFPA) Publications: 70-96 National Electrical Code.
- D. The Contractor shall furnish all equipment, components, accessories, and material required for the installation of selected intercommunication system components in strict compliance with these Specifications and applicable drawings. Any material and/or equipment necessary for the proper installation and operation of the system, which is not specifically called for or described herein, shall be deemed part of this Specification.
- E. The Contractor shall ensure that all selected intercommunication systems components replaced / installed by the scope of this project are integrated with existing head end equipment and existing components to provide a comprehensive intercommunication system at the locations included on the drawings.
- F. The system shall be a hybrid intercommunication system primarily utilizing analog components and limited VOIP technology. The Contractor shall provide all necessary PoE equipment and power required to all VOIP components utilized for the project. This includes but is not limited to PoE switches, IP Bridges, IP bridges, ethernet cable, etc., necessary to install a complete system.
- G. The contractor shall provide all necessary amplifiers for a complete operating intercommunication system.
- H. The Contractor shall maintain an up-to-date set of Construction Drawings indicating all devices installed and the **actual intercommunication cable routing** of such installed devices. Refer to 1.6 Monthly Submittals for additional requirements.

1.2 SCOPE:

- A. Work done under this contract shall include the furnishing of all labor, materials, apparatus, and connections to complete, in finished working operating condition, the complete intercommunication system for, Intermediate and High School Intercommunication Replacement, Flour Bluff Independent School District, Corpus Christi, Texas.
- B. Scope at each location included within the project is as follows:
 - 1. Intermediate School:
 - a. Remove all existing speakers, call-in switches, and cabling as indicated on the drawings.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.

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- c. Relocate the head end equipment from the main office to the telephone room as indicated on the drawings.
 - d. Relocate IP bridges from the telephone room as needed to the library book room to serve new components as indicated on the drawings.
 - e. Provide and install new IP bridges if existing head end equipment is not sufficient to serve new components indicated on the drawings.
 - 2. High School:
 - a. Remove all existing speakers, call-in switches, and cabling as indicated on the drawings.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.
 - c. Relocate the head end equipment as required from the main location to other locations as generally indicated on the drawings and as required to serve all system components/devices.
 - d. Provide and install new IP bridges if existing head end equipment is not sufficient to serve new components indicated on the drawings.
 - 3. Auditorium:
 - a. Remove all existing speakers, call-in switches, and cabling as indicated on the drawings.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.
 - c. Provide and install new IP bridges to serve new components indicated on the drawings.
 - 4. ROTC Building:
 - a. Remove all existing speakers, call-in switches, and cabling as indicated on the drawings.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.
 - c. Provide and install new IP bridges to serve new components indicated on the drawings.
 - 5. Baseball and Softball Field House:
 - a. Remove all existing speakers, call-in switches, and cabling as indicated on the drawings.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.
 - c. Provide and install new IP bridges to serve new components indicated on the drawings.
 - 6. Annex:
 - a. Remove existing speakers, call-in switches, and cabling as indicated on the drawings. Existing devices in spaces which do not indicate removal and/or installation of new devices shall remain as is.
 - b. Install new speakers, call-in switches, and new cabling as indicated on the drawings.
 - c. Provide and install new IP bridges to serve new components indicated on the drawings.
- C. All intercommunication system modifications, and system programming required for a complete/functional system are hereby included in the contract requirements.

1.3 MANUFACTURER:

- A. The manufacturer of all components intended for installation shall be Bogen. No substitute or alternate systems will be considered.

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1.4 SUBMITTALS:

- A. Electronic and Physical submittals shall be organized in the following manner.
1. Physical submittals shall be bound in a commercial quality 8-1/2" by 11" three D side ring binders with durable plastic covers.
 2. Cover page indicating the Contractor's name, Project name, and contents of submittal.
 3. Table of contents keyed indicating the respective product data included within submitted brochure.
 4. All data submitted shall be identified (highlighted, circled, or pointed at with an arrow) on its respective sheet if more than one device/component is indicated on such sheet.
 5. Keyed Tab Format Example is as follows:
 - a. Tab 1: Bill of Material.
 - b. Tab 2: Equipment (analog bridges, and amplifiers).
 - c. Tab 3: Call-In Switches.
 - d. Tab 4: Speakers.
 - e. Tab 5: Surge Suppression (for analog bridges, and amplifiers if remote).
 - f. Tab 6: Miscellaneous Material
 - g. Tab 7: Shop Drawings (floor plan Drawings locating and naming each device, analog bridge locations, amplifier locations and interconnection schematics).
- B. Operation and Maintenance Manuals:
1. Operation and Maintenance Manuals (O&M) shall include all items listed within the electronic and physical submittals listed above. The format of the O&M Manuals shall comply with the electronic and physical submittals listed above, however, the shop drawings under tab 9 shall be replaced with a stamped copy of the submittal drawings reviewed by the AHJ.
 2. Keyed Tab Format Example is as follows:
 - a. Tab 1: Bill of Material and Recommended Spare Parts.
 - b. Tab 2: Equipment (analog bridges, and amplifiers).
 - c. Tab 3: Call-In Switches
 - d. Tab 4: Speakers
 - e. Tab 5: Surge Suppression (for underground cable entrance at buildings, main control panel, analog bridges, and amplifiers if remote).
 - f. Tab 6: Miscellaneous Material
 - g. Tab 7: "As-Built" shop Drawings (Indicates all installed devices, **actual installed cable routing**, and the programmed address of each addressable device).
 - h. Tab 8: Operation and Maintenance Instruction Manuals
 - i. Tab 9: Programming Matrix (defining all programmed channels based upon floor plan room numbering)
 3. The Contractor shall submit an electronic copy of the O&M Manuals for review by the Engineer. After all comments from the Engineer have been remediated, the Contractor shall submit one physical copy of the O&M Manuals for final review by the Engineer to confirm all items above are included within the physical copy. After all comments, pertaining to the physical copy, from the Engineer has been remediated, the Contractor shall provide the following:
 - a. Two (2) – physical copies of the entire O&M Manual.
 - b. Five (5) – printed sets of "As-Built" Drawings as described herein for the Owners use.
 - c. One (1) – physical set of "As-Built" Drawings at each data rack indicated on the drawings. The Drawings shall be installed in a wall mounted plastic holder (furnished by the Contractor) adjacent to the respective equipment. In locations where two (2) – or more pieces of equipment exist in the same

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location, one (1) – set of Drawings in a wall mounted plastic holder will be sufficient.

- d. A flash drive with electronic copies all of the items listed above.

1.5 MONTHLY SUBMITTALS:

- A. The Contractor shall submit an electronic copy of their current installed cable routing Drawings to the Engineer for review.

1.6 EQUIPMENT WARRANTY:

- A. The Contractor shall warrant the equipment to be new and free from defects in material and workmanship, and will, within one (1) year from the date of final acceptance, repair or replace any equipment found to be defective at his (the contractor's) sole expense.

1.7 SERVICE FACILITIES:

- A. The Contractor shall make available and maintain a satisfactory service department capable of furnishing equipment inspection and service. The Contractor shall be prepared to offer a service contract for the maintenance of the system beyond the warranty period.

1.8 FINAL INSPECTION:

- A. At the final inspection, a factory trained representative of the manufacturer of the major equipment shall demonstrate that the system functions properly in every respect. The system shall be run through simulated sequences and functions in the presence of a representative of the Engineer. The system must be demonstrated to the satisfaction of the Engineer prior to final acceptance. Time and date of demonstration shall be that which is approved by the Engineer.

1.9 INSTRUCTION:

- A. A minimum of four (4) hours of instructional sessions (two two-hour sessions) shall be provided to personnel of the Owner to educate the Owner in proper operation, maintenance, and programming of the system. Hands-on demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided. Time and date of instructional session shall be selected by the Owner.
- B. Contractor and/or the system's manufacturer's representatives shall provide a typewritten "Sequence of Operation".

1.10 DEVICES AND COMPONENTS:

- A. All devices and components shall be new, and the manufacturer's current model.
- B. All devices and components shall be installed in strict compliance with manufacturer's recommendations and installation instructions. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation. Any devices and components not installed per the manufacturers recommendations or installation instructions shall be removed by the Contractor and reinstalled per the manufacturer's recommendations or installation instructions at the Contractor's expense.
- C. All devices and components shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., speakers shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

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- D. All head end equipment, analog bridges, and amplifiers shall be furnished with surge protection for incoming power. Surge suppression unit shall be Ditek Model No. DTK-DF-120S1 or approved equal. The Contractor shall supply the surge suppression unit and install such unit via separate subcontract with a licensed Electrical Contractor.
- E. Speakers shall be flush ceiling mounted type except where surface wall mount type or outdoor type are specifically indicated on the Drawings.
 - 1. Speakers shall be Bogen:
 - a. Wall Baffle Speakers (Locker Rooms): Bogen MB8TSQ/SL.
 - b. Lay-in Ceiling Mounted Speaker: Bogen CSD2X2U Drop-In.
 - c. Gypsum Board Ceiling Mounted Speaker: Bogen SEC4T.
 - d. Outdoor Speakers: Atlas Sound VT(F) – 152UC.

1.11 INTERCOMMUNICATION SYSTEM FEATURES AND FUNCTIONS:

- A. The existing integrated communications system processing unit at the High School and the Intermediate School is Bogen Nyquist E7000 Series IP-Based communications system. The contractor shall provide a comprehensive communications network extensions between the existing equipment and new equipment or components indicated on the drawings.
- B. All system functions and features for the Bogen Nyquist E7000 Series IP-Based intercommunication system are hereby adopted by reference.

1.12 WIRING AND CONDUIT:

- A. Conduit, boxes, J-hooks, Wiremold series 2300 surface raceway and all accessories required, miscellaneous components, and equipment necessary to install the intercommunication system shall be furnished and installed by the Contractor. Refer to Section 26 00 00 for conduit requirements.
- B. Contractor shall furnish all lifts, ladders, apparatus, etc. necessary to install all components indicated on the drawings.
- C. Wiring installed in inaccessible space and wiring exposed to view in unfinished spaces such as mechanical rooms and storage areas shall be installed in conduit. Wiring installed above accessible ceilings may be run exposed. All wiring run exposed in plenum space shall be plenum rated cable. All wiring shall be neatly bundled and supported to the building structure or J-hooks at minimum 6'-0" intervals.
- D. Where conduit is run from wall mounted outlet boxes to above ceilings and conduit is open-ended above ceilings in non-plenum space, all such raceways opening shall be sealed airtight after cable is installed. All sealing material shall be pliable and readily removable. Where conduit openings are located in plenum space, sealing is not required.
- E. Conduit fill shall not exceed 40% of interior cross-sectional area where three or more cables are contained within a single conduit.
- F. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box, or raceway containing these conductors, per N.E.C. Article 760-29.
- G. All wiring shall be new.

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- H. Wiring shall be in accordance with local, state, and national codes (e.g., N.E.C. Article 760). Number and size of conductors shall be as recommended by the system manufacturer.
- I. Cat 6 cable required from any Nyquist component to the LAN shall be furnished and installed by the Contractor.

END OF SECTION 27 51 23