



Department of
Purchasing

Mark A. Booker
Director

COMPETITIVE SEALED PROPOSAL (CSP
499-04-16) IT Director's Office Renovation
Org# 926 Technology Center

The Garland Independent School District will be accepting competitive sealed proposals (CSP) for the renovation work under CSP 499-04-16, Org# 926 IT Director's Office, Technology Center until **10:00 a.m. local time, August 25, 2016** at the Garland ISD Purchasing Construction Bond Department, Marvin Padgett Auxiliary Services Center Building, 701 N. First Street, Garland, Texas 75040, where they will be publicly opened and read aloud starting at 10:15 a.m. local time.

Beginning August 4, 2016, the CSP information is available below with the Project Manual and Drawings which may be viewed or downloaded free of charge.

The Garland ISD Safety Manual may be downloaded from the following link:
http://www.garlandisd.net/sites/default/files/general/attach_2-00_7319-gisd_safety_guide-71_pgs.pdf.

Pre-proposal Meeting: August 15, 2016, 9:00 AM, at the Technology Center, 410 Stadium Drive, Garland, TX 75040.

Each proposer shall clearly identify its sealed proposal on the outside of the envelope: Name of Project, Proposal #, Attention: Garland ISD Purchasing Construction Bond Department, Marvin Padgett Auxiliary Services Center, 701 N. First St., Garland, TX 75042.

**Garland Independent School District
(Garland ISD)**

REQUEST FOR PROPOSAL (RFP)

August 4, 2016

FOR: IT Director's Office Renovation

NOTE: CSP #499-04-16



RFP Submission Schedule:

Date: August 25, 2016

Time: 10:00 A.M. Local Time

Location:

**Garland ISD Purchasing
Construction Bond Department
ATTN: NANCY NUNEZ,
Purchasing Construction Bond Specialist
Marvin Padgett Auxiliary Services Center
701 N. First Street
Garland, Texas 75040**

Garland ISD - IT Director's Office Renovation

Renovation

Garland ISD
Dallas, Tx 75227

Project No.: CSP# 499-04-16

CONSTRUCTION DOCUMENTS

June 25, 2016

Owner

Garland Independent School District
Garland, Texas 75040

Architect

Alliance Architects, Inc.
1600 N. Collins Blvd., Suite 1000
Richardson, Texas 75080
972.233.0400

MEP Engineers

EMA Engineering and Consulting
3608 West Way
Tyler, Texas 78660
800-933-0538

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Division 1

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ELECTRICAL DEMOLITION GENERAL NOTES:

- UNLESS NOTED ON DRAWINGS, ALL LIGHTING, SWITCHES, OUTLETS AND OTHER ELECTRICAL DEVICES ARE TO REMAIN.
- REFER TO SPECIFICATION SECTION 26 05 11, ELECTRICAL DEMOLITION REMODELING, FOR GENERAL DEMOLITION REQUIREMENTS.
- ALL MATERIAL REMOVED AND NOT RETAINED BY THE OWNER SHALL BE DISPOSED OF OFF SITE IN A LAWFUL MANNER.

ELECTRICAL DEMOLITION PLAN NOTES:

- [D1]** REMOVE EXISTING DEVICES IN WALLS TO BE DEMOLISHED. REMOVE CONDUIT AND WIRING BACK TO SOURCE.

ELECTRICAL LIGHTING DEMOLITION PLAN NOTES:

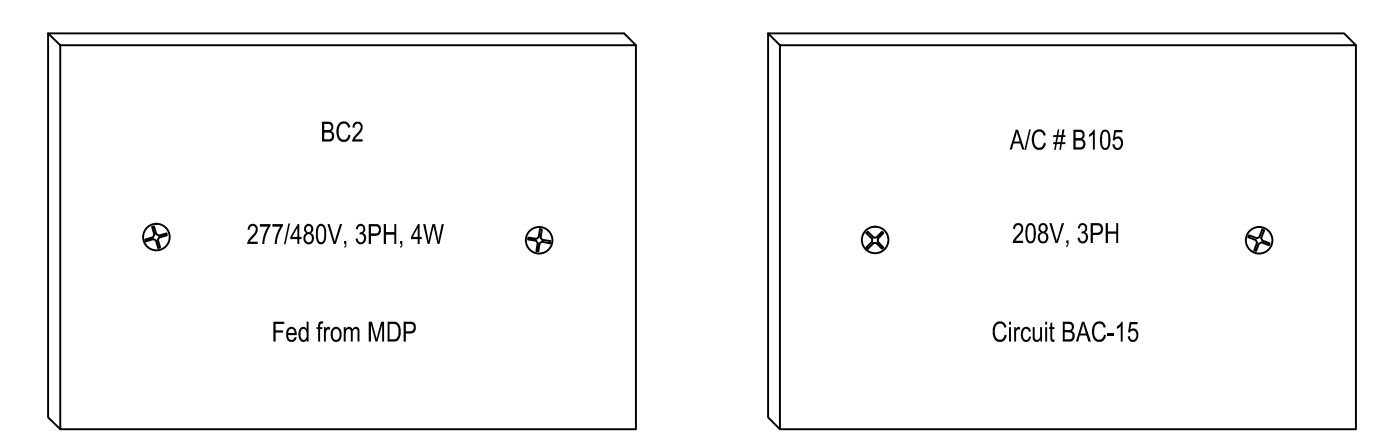
- [L1]** EXISTING LIGHTS TO REMAIN IN PLACE AND OPERATIONAL.

ELECTRICAL GENERAL NOTES:

- VERIFY ALL INSTALLATION HEIGHTS OF RECEPTACLES WITH ARCHITECTURAL CASEWORK DETAILS BEFORE ROUGH-IN.
- EXACT MECHANICAL EQUIPMENT LOCATIONS AND TYPE SHALL BE COORDINATED WITH MECHANICAL PLANS AND MECHANICAL CONTRACTOR. DO NOT INSTALL CONDUIT/CABLING WITHIN 3'-0" OF ANY HVAC UNIT UNLESS THE CONDUIT AND/OR CABLING SERVES THAT UNIT.
- REFER TO MECHANICAL DRAWINGS FOR SENSOR LOCATIONS. PROVIDE CONDUIT AND BOXES FOR SENSORS. REFER TO SENSOR INSTALLATION DETAIL.
- ALL CONDUIT AND/OR CABLING SHALL BE INSTALLED BETWEEN THE BOTTOM AND TOP CHORD OF JOIST, WHERE NO CEILINGS ARE SCHEDULED, ALL CONDUIT SHALL BE UP AGAINST BOTTOM OF THE TOP CHORD.
- COORDINATE CONDUIT ROOF PENETRATIONS WITH MECHANICAL ROOF TOP UNITS AND/OR THRU HOODED PLUMBING PENETRATIONS TO CONDENSING UNITS.
- ALL COMPUTER POWER OUTLETS TO BE ISOLATED GROUND WITH #10 AWG NEUTRAL. DIFFERENT CIRCUITS SHALL NOT SHARE A COMMON NEUTRAL.
- REFER TO ELECTRICAL COMMUNICATION DRAWINGS FOR GENERAL LOCATION OF CONDUIT AND BOXES SUPPLIED BY THIS CONTRACTOR IN BASE BID.
- EXACT LOCATION OF ALL OUTLETS, DEVICES, & ETC, INSTALLED IN MOVEABLE FURNITURE SHALL BE COORDINATED WITH ARCHITECT AND OWNER.
- PROVIDE A SEPARATE NEUTRAL CONDUCTOR FOR EACH CIRCUIT. MULTIPLE CIRCUITS SHALL NOT SHARE A COMMON NEUTRAL. NEUTRAL CONDUCTORS SHALL BE SIZED AS LARGE AS THE PHASE CONDUCTORS. NEUTRAL CONDUCTORS SHALL NOT BE OF A REDUCED SIZE.

ELECTRICAL PLAN NOTES:

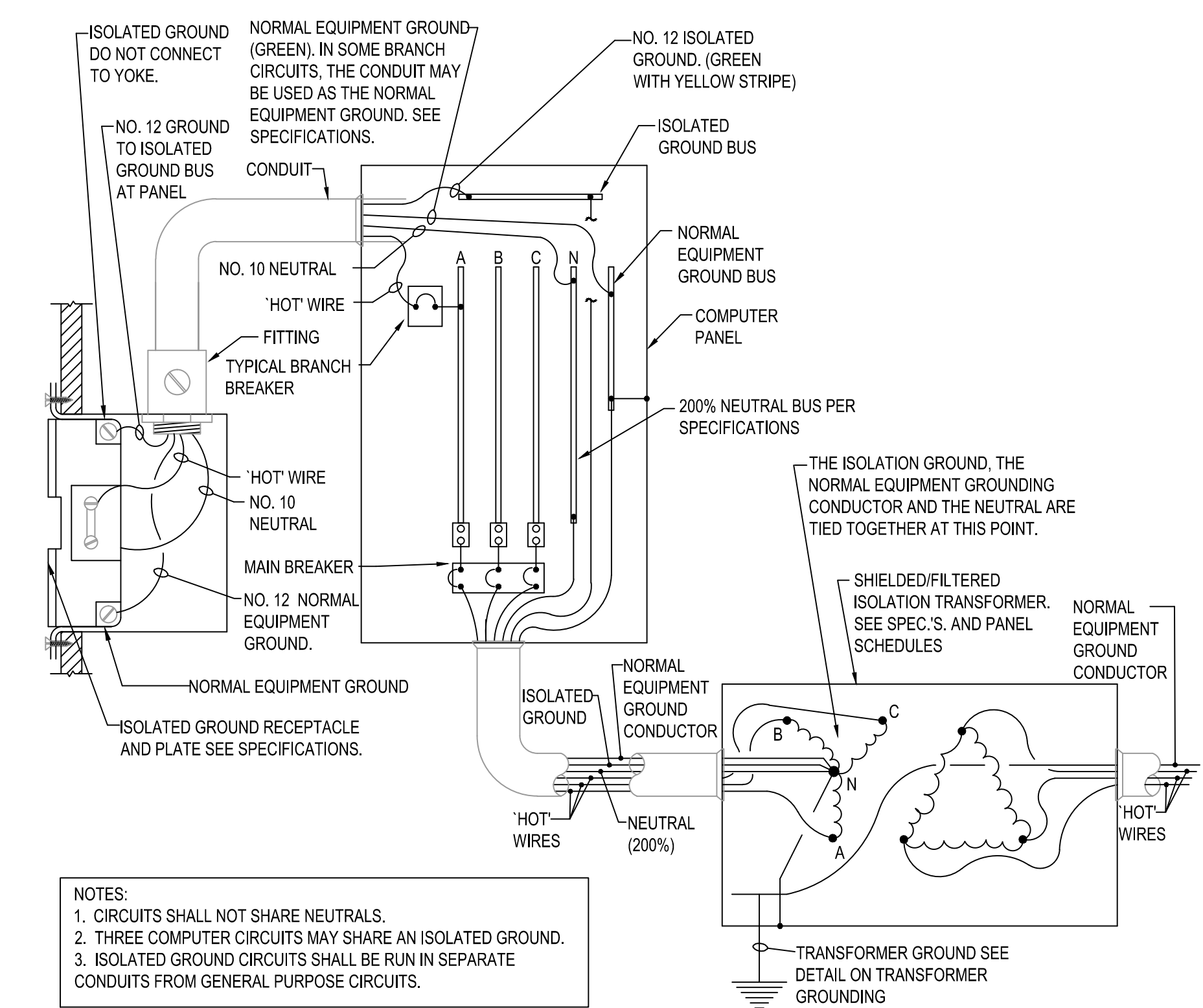
- PROVIDE POWER TO THIS GROUP OF RECEPTACLES FROM A SPACE OR SPARE IN NEAREST ACCEPTABLE 120V PANEL. PROVIDE A NEW 1P 20A BREAKER WITH #12 WIRE.
- PROVIDE POWER TO THIS RECEPTACLE FROM A SPACE OR SPARE IN NEAREST ACCEPTABLE 120V COMPUTER PANEL. PROVIDE A NEW 1P 20A BREAKER WITH #12 WIRE.
- PROVIDE POWER TO UNIT FROM A SPACE OR SPARE IN PANEL "N". PROVIDE A NEW 2P 20A BREAKER WITH #12 WIRE. PROVIDE A NEW 30A DISCONNECT WITH 20A FUSES.
- PROVIDE POWER TO UNIT FROM A SPACE OR SPARE IN PANEL "N". PROVIDE A NEW 2P 30A BREAKER WITH #10 WIRE. PROVIDE A NEW 30A DISCONNECT WITH 30A FUSES.



PANELBOARD LABEL (TYPICAL) HVAC DISCONNECT SWITCH LABEL (TYPICAL)

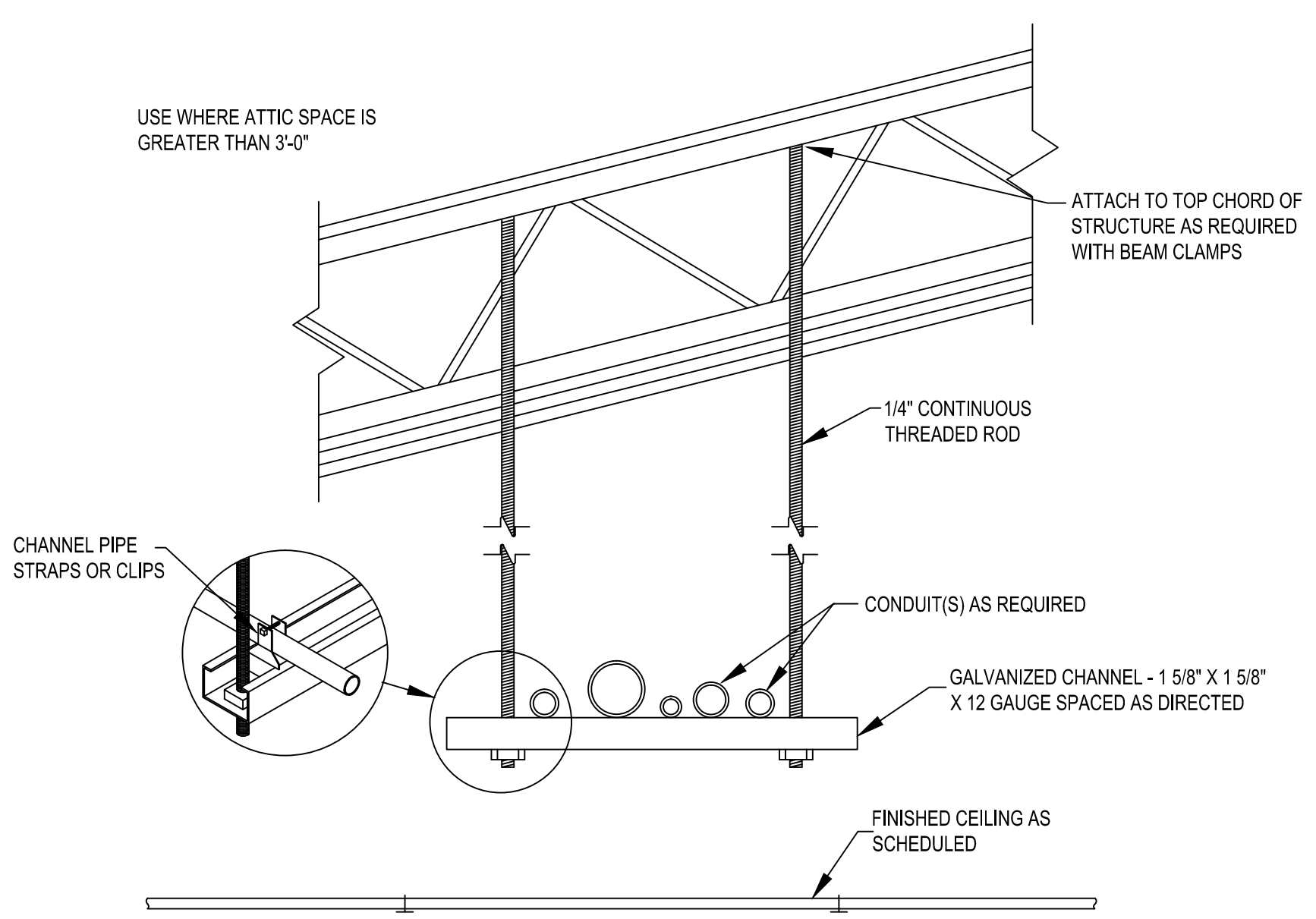
- NOTES:**
- ATTACH SECURELY WITH NON-CORRODING STAINLESS STEEL SCREWS, NON-CORRODING POP RIVETS ARE ACCEPTABLE, ADHESIVE ATTACHMENT IS NOT ACCEPTABLE.
 - LABEL ALL PANELBOARDS, SWITCHBOARDS, TRANSFORMERS, HVAC DISCONNECT SWITCHES, AND MOTOR CONTROL CENTERS AS REQUIRED, REFERENCE SPECIFICATION SECTION 260553.

1 ELECTRICAL EQUIPMENT IDENTIFICATION
 N.T.S.

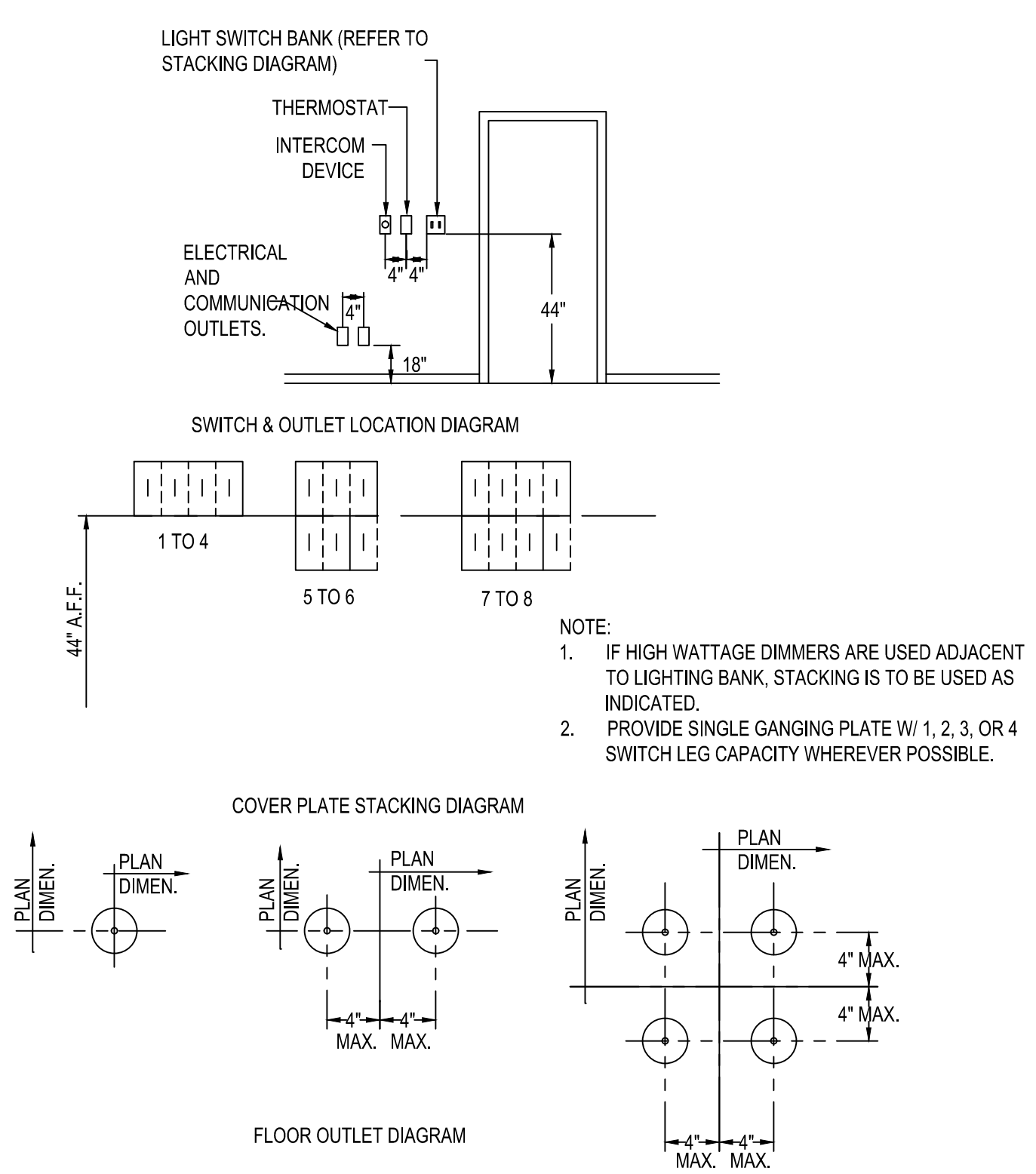


- NOTES:**
- CIRCUITS SHALL NOT SHARE NEUTRALS.
 - THREE COMPUTER CIRCUITS MAY SHARE AN ISOLATED GROUND.
 - ISOLATED GROUND CIRCUITS SHALL BE RUN IN SEPARATE CONDUITS FROM GENERAL PURPOSE CIRCUITS.

4 ISOLATED GROUND RECEPTACLE AT COMPUTER OUTLETS
 N.T.S.



2 CONDUIT SUPPORT
 N.T.S.



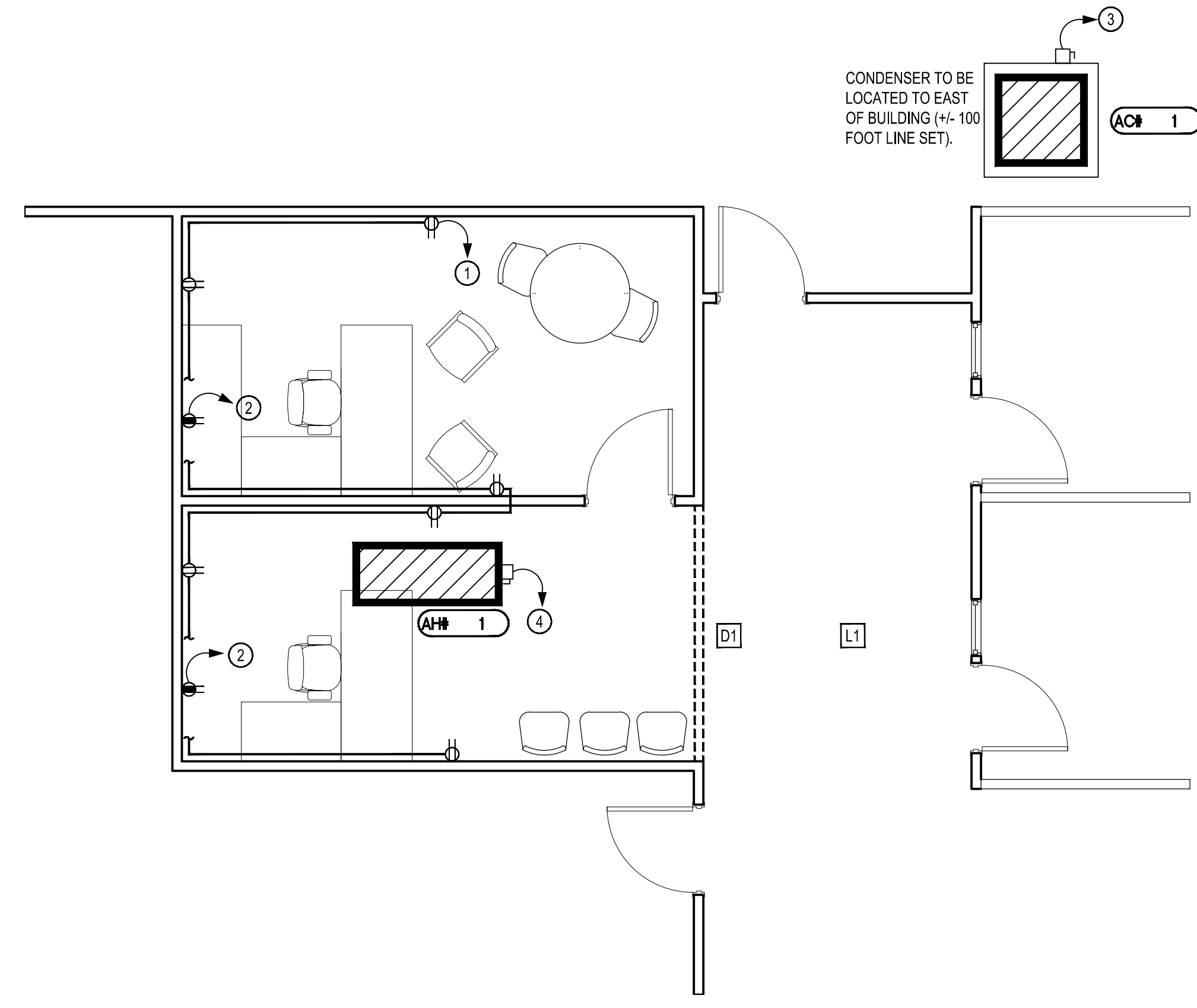
- NOTE:**
- IF HIGH WATTAGE DIMMERS ARE USED ADJACENT TO LIGHTING BANK, STACKING IS TO BE USED AS INDICATED.
 - PROVIDE SINGLE GANGING PLATE W/ 1, 2, 3, OR 4 SWITCH LEG CAPACITY WHEREVER POSSIBLE.

5 OUTLET DIAGRAM
 N.T.S.

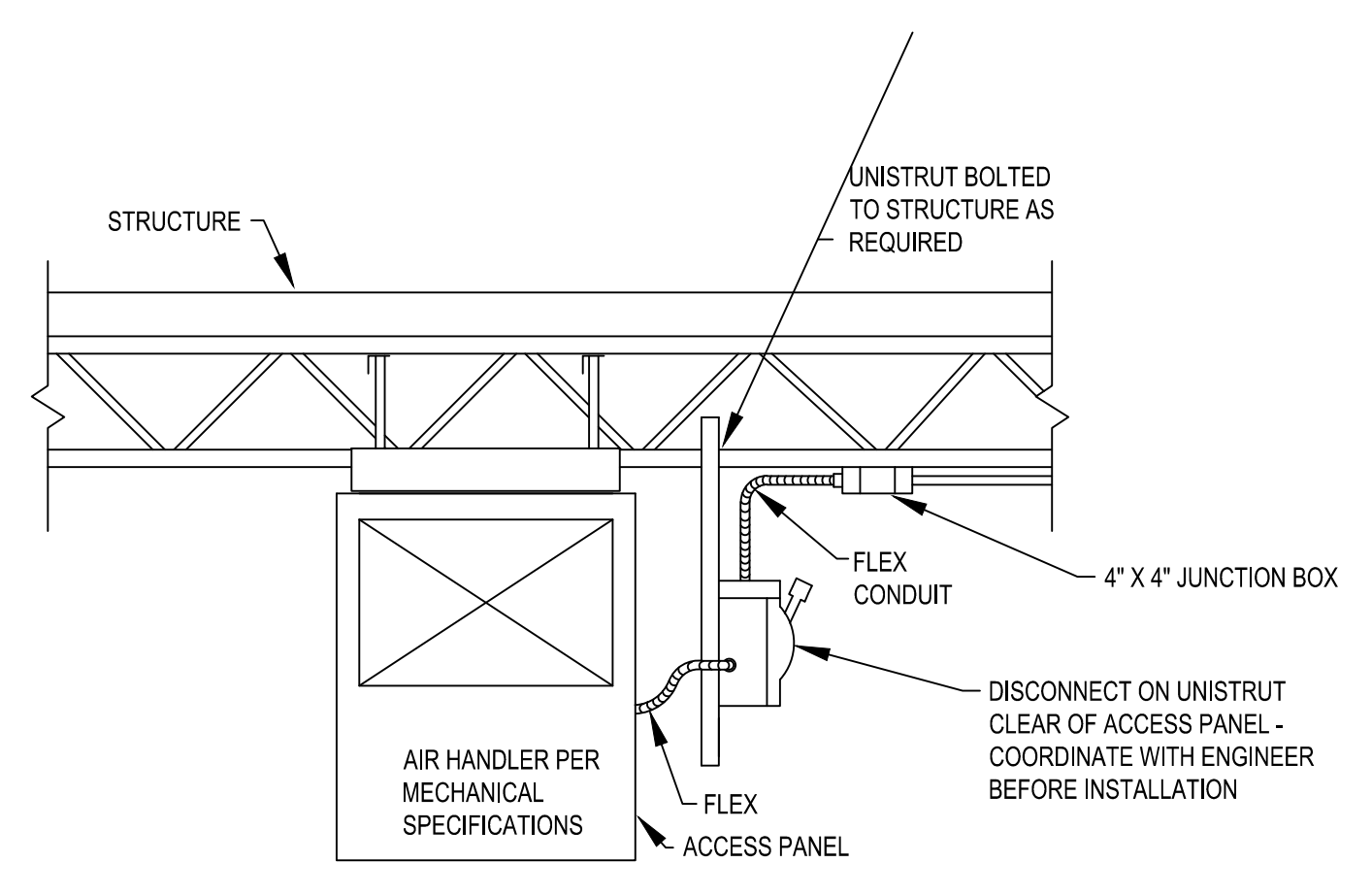
ELECTRICAL POWER SYMBOLS

	DUPLEX RECEPTACLE - 18" A.F.F. OR AS NOTED
	DUPLEX RECEPTACLE WITH ISOLATED GROUND RECEPTACLE - 18" A.F.F. OR AS NOTED
	SAFETY SWITCH - MOUNT 30" ABOVE FINISH GRADE MAX. OR AS DIRECTED
	HOME RUN WITH CIRCUIT DESIGNATION(S) - LETTER DENOTES PANEL

- NOTES:**
- SOME SYMBOLS MAY NOT BE USED.
 - ACCESSIBLE DEVICES HIGHEST OPERABLE PART TO BE 48" MAXIMUM/18" MINIMUM A.F.F. - REFER TO ARCHITECTURAL DRAWINGS.
 - DIMENSIONS GIVEN A.F.F. ARE TO BOTTOM OF BOX.



1 ELECTRICAL FLOOR PLAN
 1/4"=1'-0"



3 AIR HANDLER DISCONNECT FOR ABOVE CEILING INSTALLATION
 N.T.S.

SUBMISSION OF BID WILL BE CONSIDERED ACKNOWLEDGEMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.

- MECHANICAL GENERAL NOTES:
- MECHANICAL CONTRACTOR TO PROVIDE TO THE PLUMBING CONTRACTOR THE RECOMMENDED AC MANUFACTURER'S DATA FOR CONDENSATE TRAPS FOR EACH TYPE OF UNIT.
 - THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OR ADJUSTMENT OF ALL HOLD DOWN BOLTS ON COMPRESSORS AT HVAC EQUIPMENT TO ALLOW FOR PROPER VIBRATION ISOLATION.
 - THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL ABANDONED SCREWS, PIPING, TAPE, PAPERS, PACKING PRODUCTS, ETC. FROM ROOF.
 - ALL EQUIPMENT ON THE ROOF SHALL BE PROPERLY LABELED PER SPECIFICATIONS.
 - CLOSE ALL OUTSIDE AIR DAMPERS UPON INSTALLATION AND KEEP ALL OUTSIDE AIR DAMPERS CLOSED UNTIL THE "TEST AND BALANCE" IS PERFORMED.
 - PROVIDE AND INSTALL MANUAL VOLUME CONTROL DAMPERS ON SUPPLY AND RETURN BRANCH DUCT SERVING A DIFFUSER OR REGISTER.
 - ALL MANUAL DAMPERS INSTALLED ABOVE HARD CEILING OR AT OTHER INACCESSIBLE AREAS SHALL BE SUPPLIED WITH A CABLE OPERATED DAMPER EQUAL TO YOUNG REGULATOR MODEL 830A-CC.
 - DUCT MOUNTED SMOKE DETECTORS SHALL BE FURNISHED BY THE FIRE ALARM CONTRACTOR, INSTALLED BY THE MECHANICAL CONTRACTOR, AND FINAL TIE-IN BY THE FIRE ALARM CONTRACTOR.
 - SEAL WITH FIRE RETARDING SEALANT AROUND PIPE THROUGH ANY PENETRATION OF FIRE WALLS. REFER TO ARCHITECTURAL SHEETS FOR FIRE WALLS.
 - ALL GRILLES ARE SHOWN IN APPROXIMATE LOCATION. FIELD VERIFY PLACEMENT WITH CEILING GRID.
 - ALL DIFFUSERS/FLEX CONNECTIONS SHALL HAVE A RIGID METAL ELBOW UNLESS COMING DIRECTLY DOWN FROM A UNIT OR HEIGHT OF CEILING IS EXTREME. ALL FLEX DUCT TO HAVE AT LEAST ONE SUPPORT STRAP.
 - THE SPACE AROUND DUCTS AND PENETRATING ITEMS OF SMOKE PARTITION WALLS SHALL BE FILLED WITH AN IBC APPROVED MATERIAL LIMITING THE FREE PASSAGE OF SMOKE.
 - ALL FAN CURBS TO BE INSTALLED LEVEL. PROVIDE SEAL BETWEEN CURB AND ROOF.
 - COORDINATE WITH THE PLUMBING CONTRACTOR LOCATION OF ALL SUPPLY FANS WITH PLUMBING VENTS. MAINTAIN 10'-0" MINIMUM SEPARATION.
 - NO MECHANICAL EQUIPMENT THAT REQUIRES SERVICE (I.E. FANS, CONDENSING UNITS, ETC.) ON ROOF SHALL BE CLOSER THAN 10'-0" TO EDGE OF BUILDING.
 - INSTALL CONDENSERS PER MANUFACTURER CLEARANCES.
 - THE MECHANICAL CONTRACTOR SHALL APPLY ULTRA-VIOLET PROTECTIVE COATING OVER REFRIGERANT INSULATION PER MANUFACTURER.
 - COORDINATE ALL AIR HANDLERS, DUCTWORK, GRILLES, CONDENSING UNITS, AND NEW REFRIGERANT LINES WITH ALL TRADES BEFORE INSTALLING.
 - ALL HORIZONTAL AIR HANDLERS ABOVE CORRIDOR CEILING SHALL BE LOCATED TO POSITION SERVICE ACCESS PANEL TO FACE TOWARD CENTER OF CORRIDOR.
 - ALL AIR HANDLERS, NO PIPING, CONDUITS, DUCTS, WIRING, DISCONNECTS, ETC. WILL BE ALLOWED TO BE INSTALLED CLOSER THAN 3'-0" (THREE FEET) IN FRONT OF THE SERVICE ACCESS PANEL.
 - PROVIDE AND INSTALL 18 GAUGE 2" DEEP GALVANIZED DRAIN PAN UNDER EACH AIR HANDLER PER DETAIL.
 - ALL THERMOSTAT WIRING TO A/C UNITS SHALL BE SECURED TO REFRIGERANT LINES UTILIZING TEFLON TY-WRAPPS.

A/C SCHEDULE		(SPLIT - ELECTRIC/ELECTRIC)															
MARK	NOM. TONS	SYSTEM CFM	O/A CFM MAX	O/A CFM MIN	MFG. USED IN DESIGN LENNOX PART NO.	ELECTRICAL DATA		MOP MOCP	SEER/EER	HEAT INPUT (KW)	COOLING CAPACITY (MBTUH)		E.S.P. AFTER COIL	UNIT WEIGHTS (LB.)		REMARKS: PROVIDE	
						AH	AC				AH	AC		TOTAL	SENS.		AH
(A)	1.5	600	100	0	CBK27UH-018-AIR HANDLER XC14-019-230 - CONDENSER	208V, 1ph	208V, 1ph	30	20	16.0*	5 KW @ 208V.	17.5	11.3	.5	150	200	1, 2, 3, 4, 5, 6, 8

(A) AH/AC # 1

BASED ON OUTDOOR AIR TEMPERATURE OF 17°F HEATING AND 80°F DB/67°F WB - 105°F AMBIENT.
 NOTE: FOR CLASSROOM UNITS ADD CO2 SENSOR.
 OUTSIDE AIR DAMPER FURNISHED BY CONTROLS CONTRACTOR

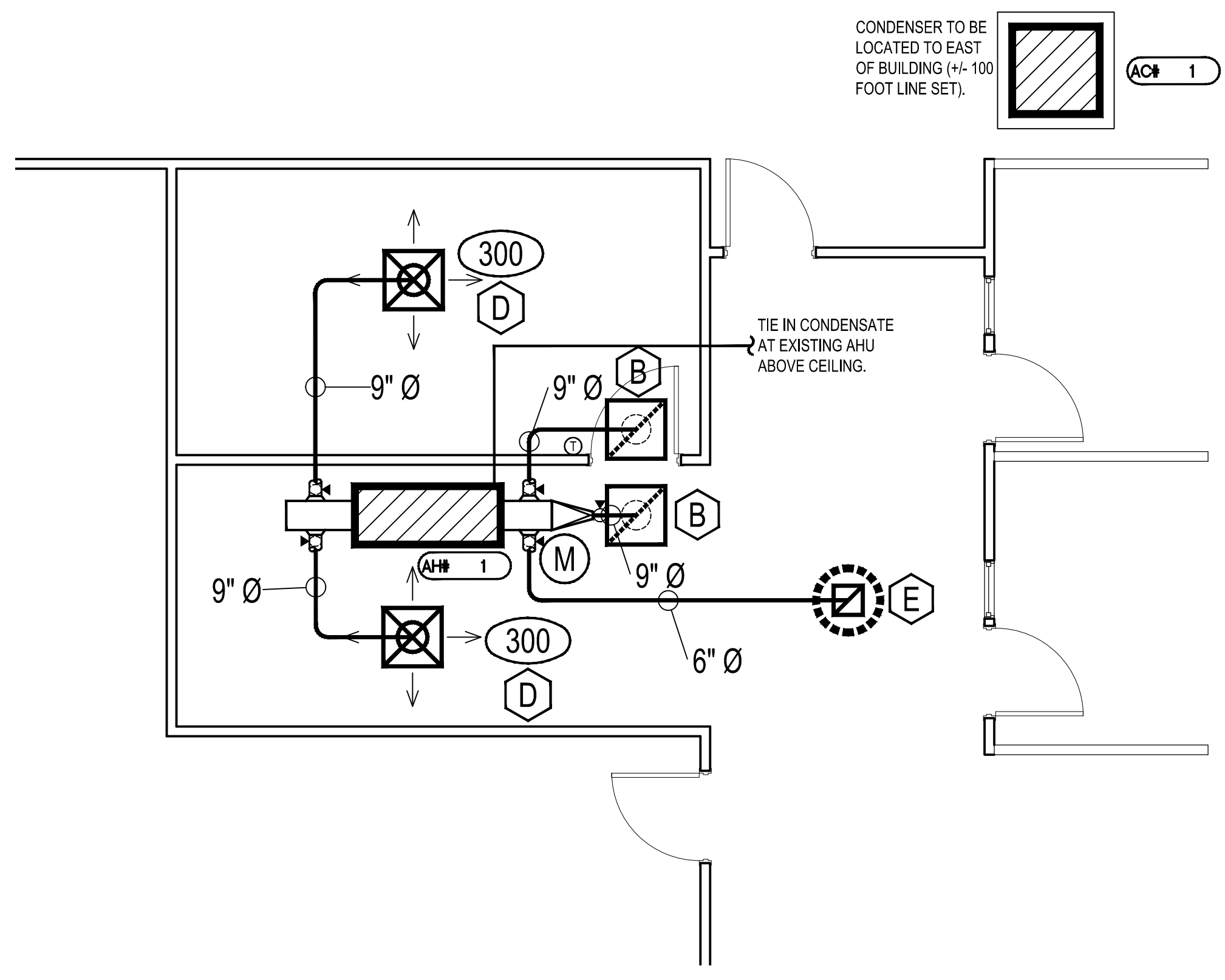
REMARKS: ALL REMARKS MAY NOT BE USED PER EACH UNIT. VERIFY WITH REMARKS COLUMN.

1. FILTER RACK	4. R410-A	6. 3 to 5 TON: UNITS MUST BE 2 STAGE COMPRESSOR.	8. ECONOMIZER MODE
2. HAIL COIL GUARD	5. MOTORIZED MODULATING OUTSIDE AIR DAMPER	7. 7.5 TON AND UP: UNITS MUST HAVE MULTI COMPRESSORS	
3. THERMAL EXPANSION VALVE			

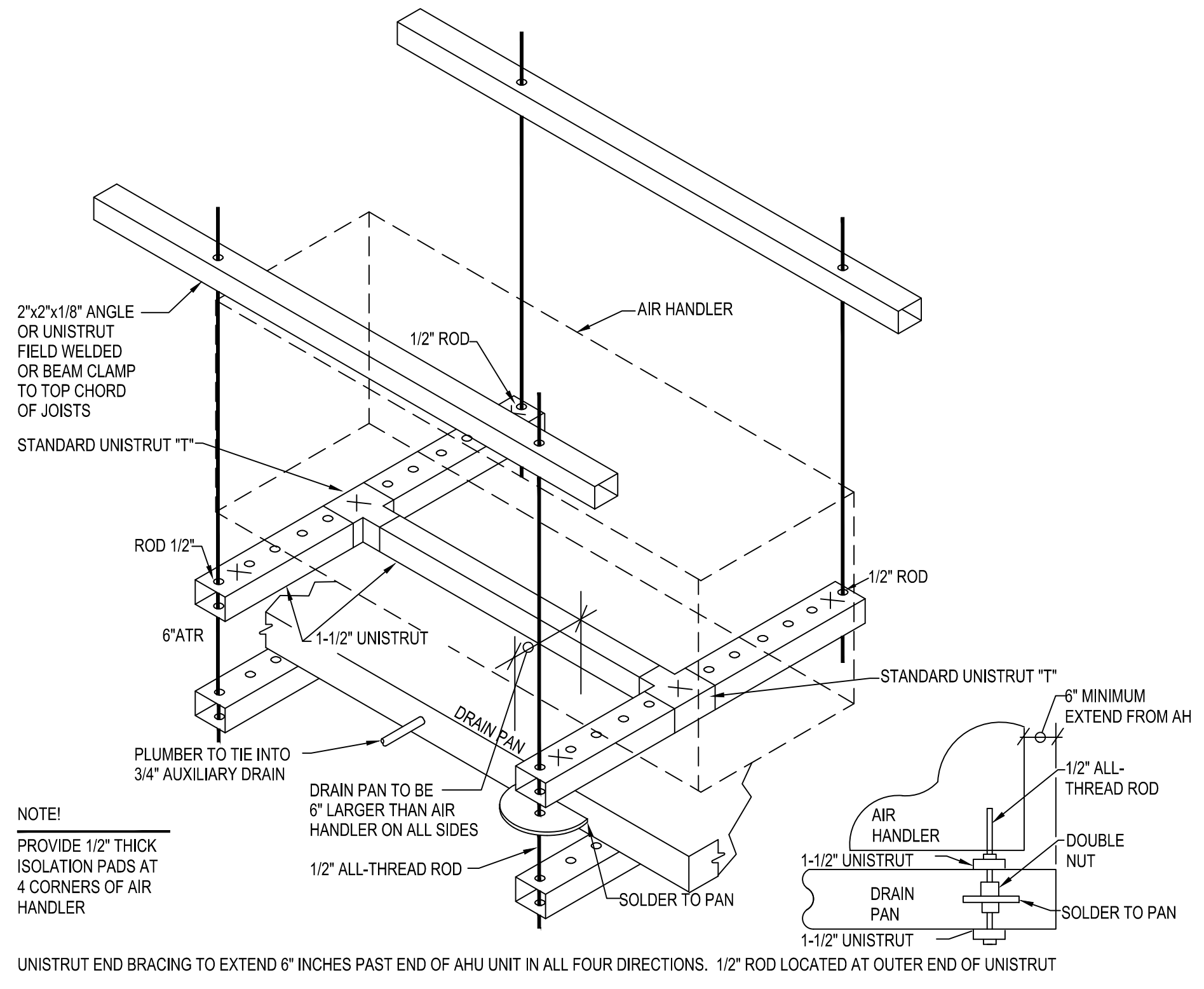
GRILLE SCHEDULE					
DESCRIPTION	MODEL	FINISH	NECK	REMARKS: PROVIDE	
A CEILING SUPPLY DIFFUSER	PRICE SCD	WHITE	12" dia.	MODULE SIZE 24x24. (FLUSH MOUNT ADD TRIM FRAME AND ADJUSTABLE DAMPER)	
B CEILING RETURN GRILLE	PRICE 80	WHITE	22" x 22"	MODULE SIZE 24x24. (FLUSH MOUNT ADD TRIM FRAME AND ADJUSTABLE DAMPER)	
C CEILING SUPPLY DIFFUSER	PRICE SCD	WHITE	8" dia.	MODULE SIZE 24x24. (FLUSH MOUNT ADD TRIM FRAME AND ADJUSTABLE DAMPER)	
D CEILING SUPPLY DIFFUSER	PRICE SCD	WHITE	10" dia.	MODULE SIZE 24x24. (FLUSH MOUNT ADD TRIM FRAME AND ADJUSTABLE DAMPER)	
E OUTSIDE AIR INTAKE	COOK GI	ALUM.	PER PLANS	ROOF CURB, MOTORIZED DAMPER TO CLOSE WHEN UNIT IS OFF	

MECHANICAL SYMBOLS	
THERMOSTAT/SENSOR (PER SPEC.)	(T)
CO2 SENSOR	(C2)
HUMIDISTAT	(H)
THERMOSTAT / HUMIDISTAT	(TH)
CONTROL RELAY	(CR)
DUCT DETECTOR WITH CONTROL RELAY	(D)
CFM (CUBIC FT. PER MIN.)	###
GRILLE TYPE	XX
DUCT DIAMETER	Ø
RETURN AIR GRILLE WITH ARROW	(R) →
SUPPLY GRILLE WITH AIR FLOW	← (S)
MANUAL VOLUME DAMPER	(MVD)
DOWN WITH MANUAL VOLUME DAMPER	DN W/MVD
MOTORIZED DAMPER	(MD)
FIRE DAMPER (FD)	(FD)
SMOKE FIRE DAMPER (SFD)	(SFD)
ROUND	(RD)
BALANCING DAMPER * (BAL)	(BAL)
BACK DRAFT DAMPER (BDD)	(BDD)
EXHAUST FAN	(EF)
ROOF RELIEF	(RR)
SUPPLY FAN	(SF)
EXISTING DUCT / PIPE CAP	(EC)
REFRIGERANT LINE	(RL)
SERVICE ACCESS AREA	(SAA)
UNIT	(U)
SPIRAL DUCT	(SD)
FLEX DUCT	(FD)
MEDIUM PRESSURE DUCT	(MPD)
FLAT OVAL DUCT	(FOD)

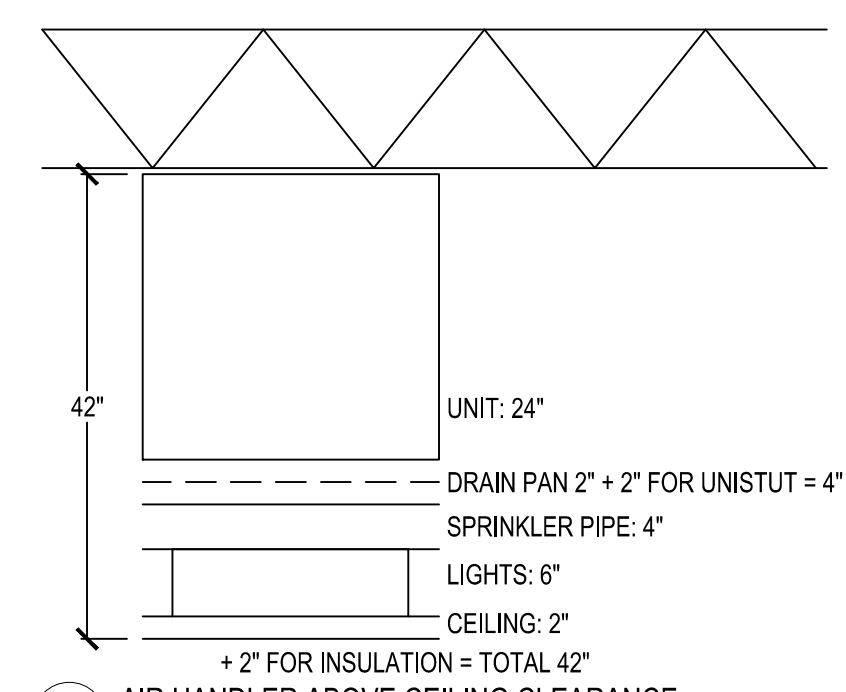
NOTE: SOME SYMBOLS MAY NOT BE USED.
 * OPPOSED BLADE DAMPER TO BE: NALLER SERIES 1021 OR EQUAL FOR AIR BALANCING



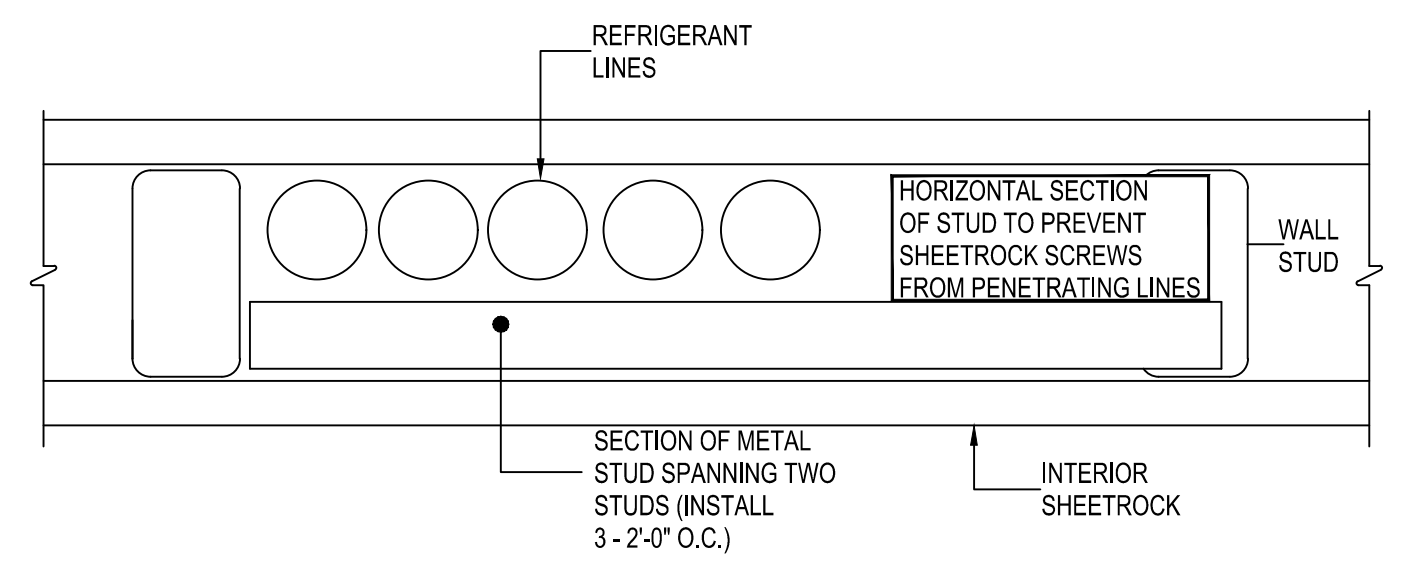
1 MEP FLOOR PLAN
 1/4"=1'-0"



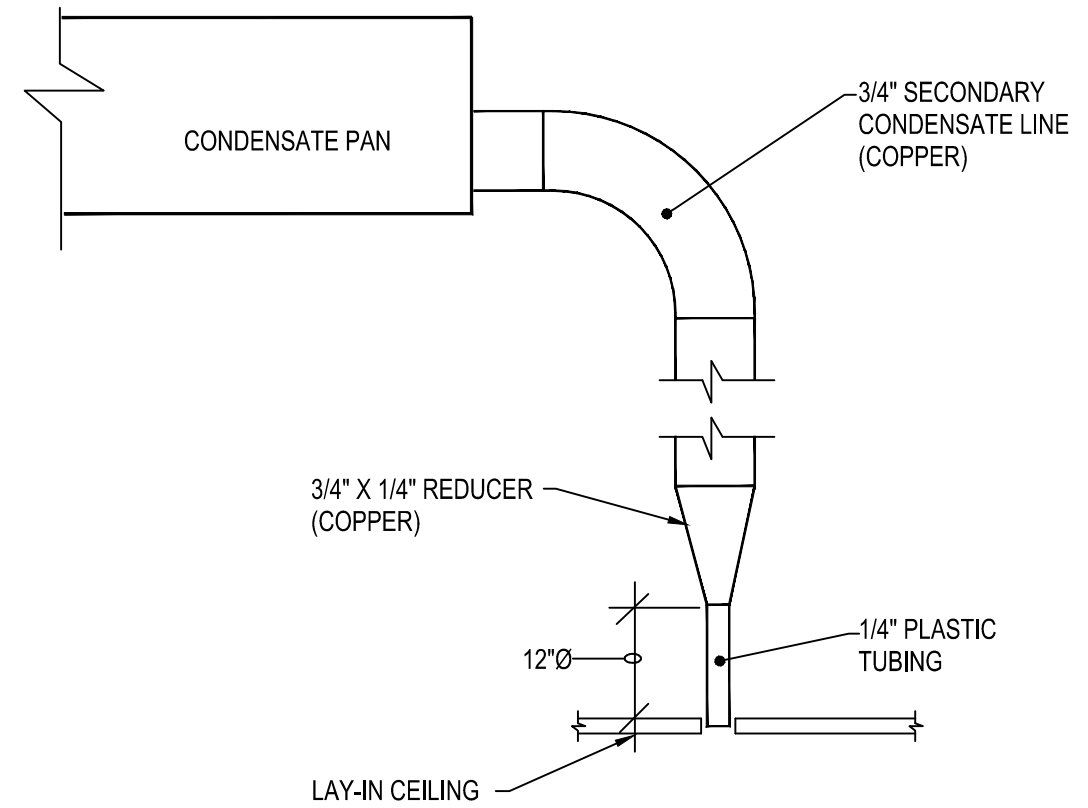
1 AIR HANDLER UNISTRUT SUPPORT
 N.T.S.



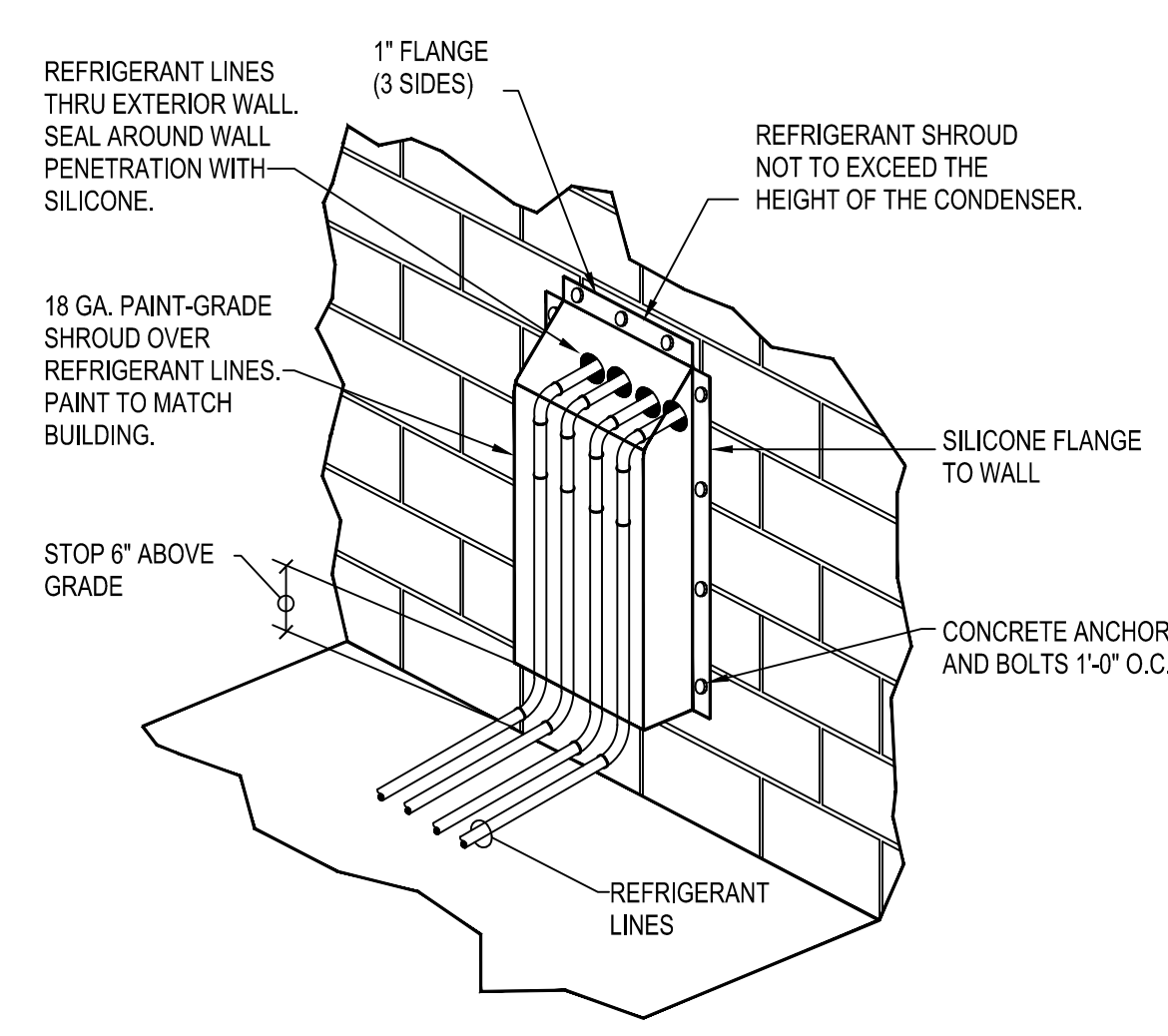
2 AIR HANDLER ABOVE CEILING CLEARANCE
 N.T.S.



3 REFRIGERANT LINES IN WALL (DRYWALL)
 N.T.S.



4 SECONDARY CONDENSATE DRAIN
 N.T.S.



5 EXTERIOR REFRIGERANT SHROUD
 N.T.S.

SUBMISSION OF BID WILL BE CONSIDERED ACKNOWLEDGEMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.



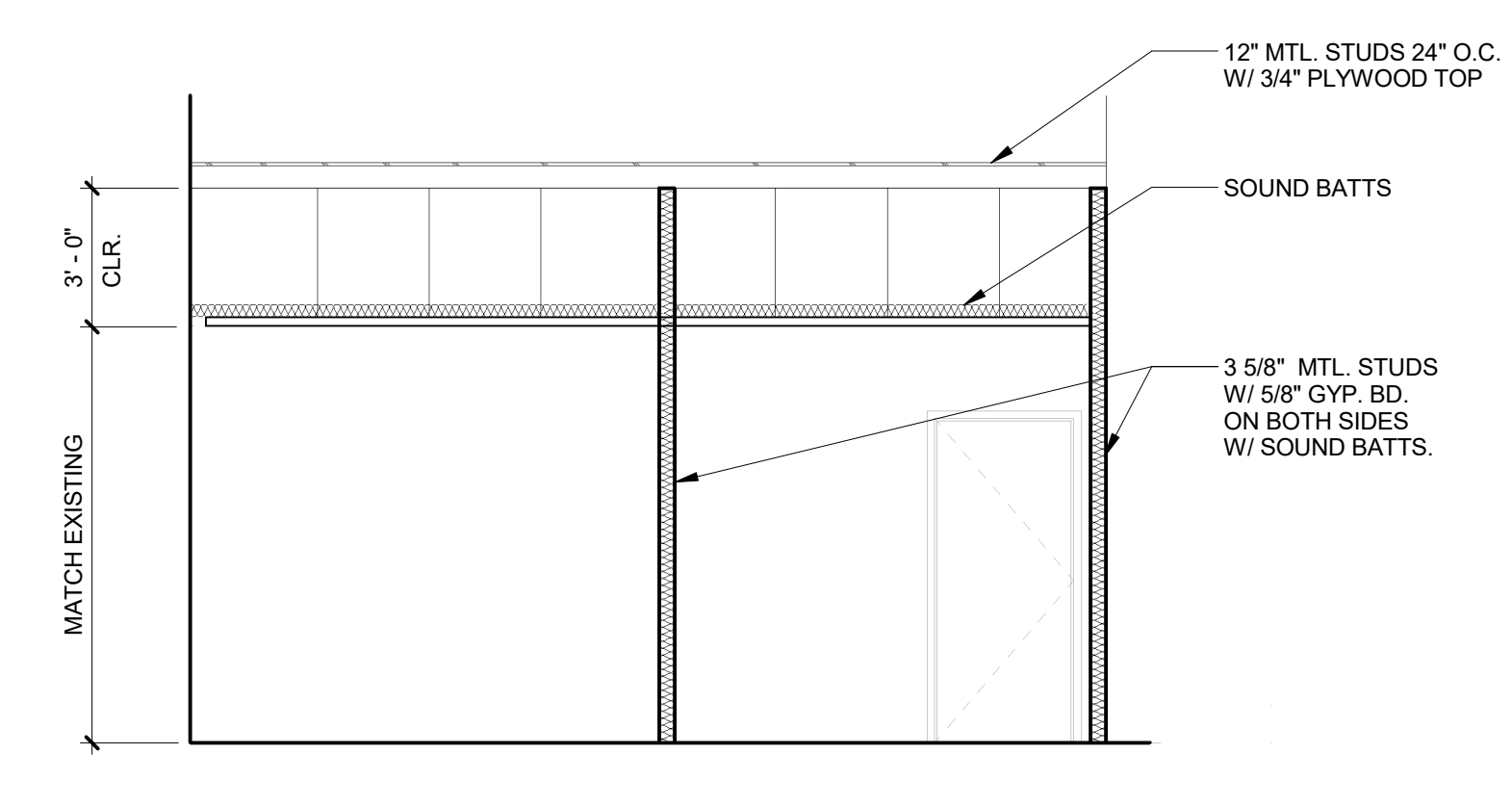
Garland ISD IT Director Office

701 N. FIRST ST., GARLAND, TX 75040

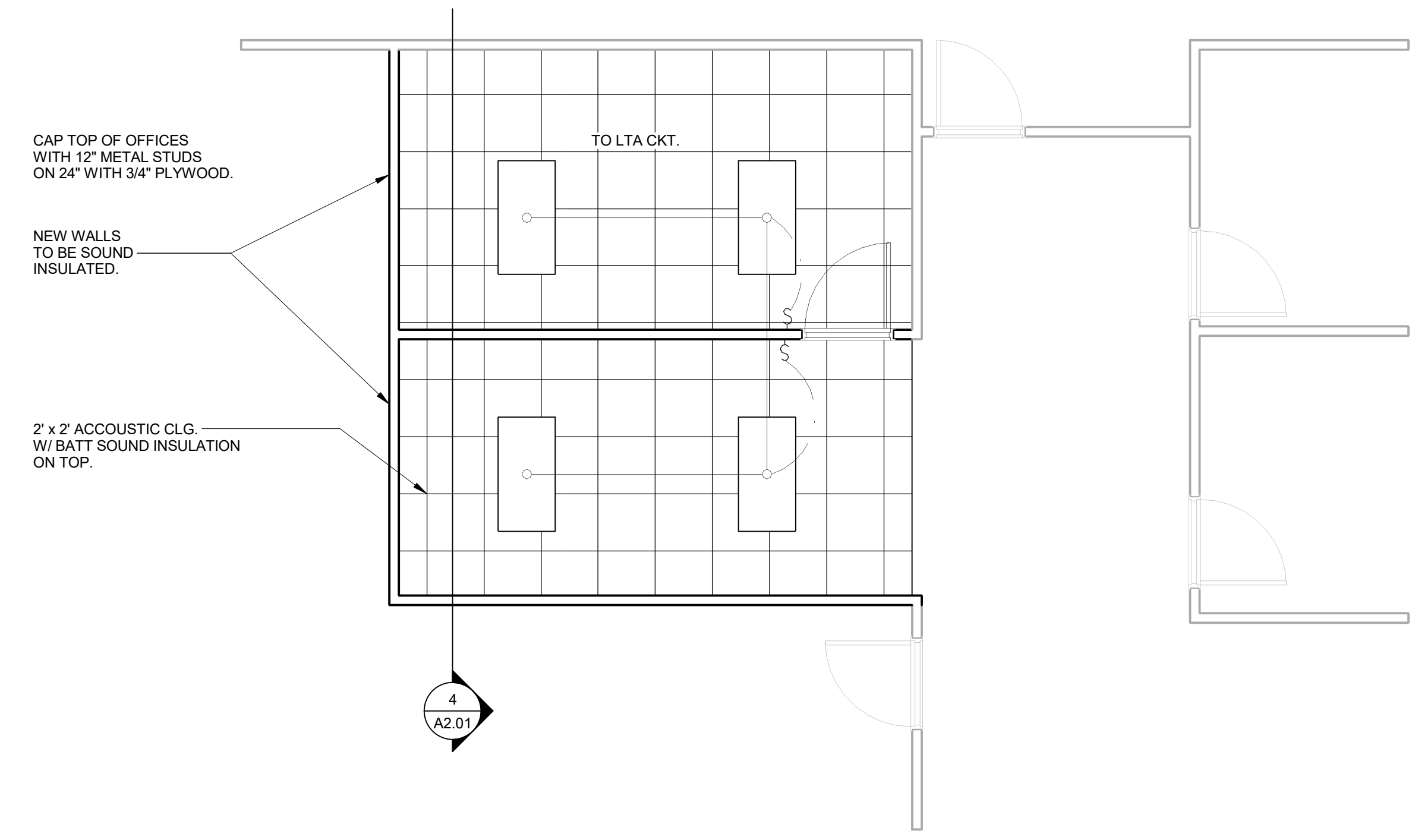
FLOOR PLANS

DRAWING RECORD	
DATE	DESCRIPTION
04/13/16	ISSUED FOR CONSTRUCTION

A2.01

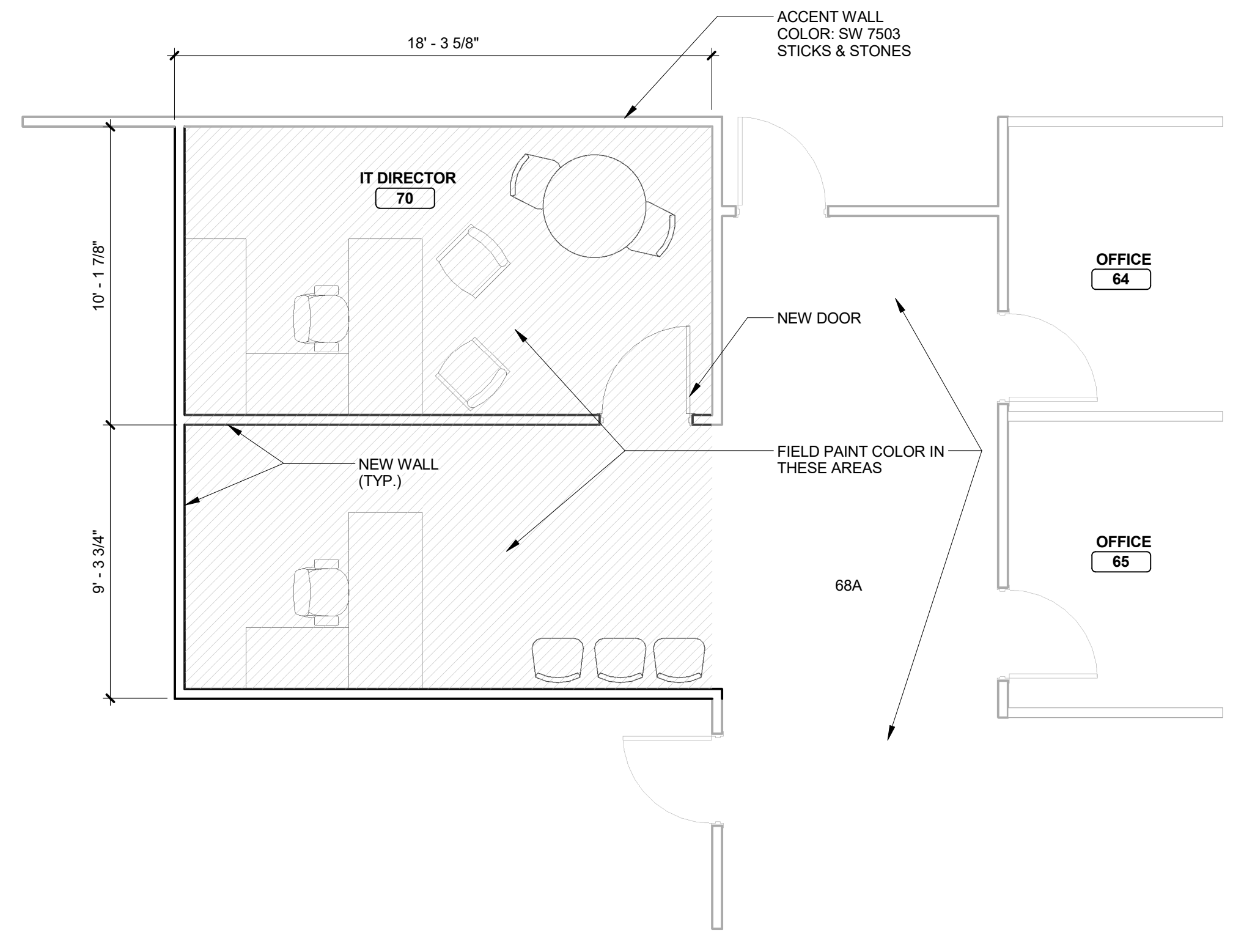


4 SECTION
Scale: 1/4" = 1'-0"



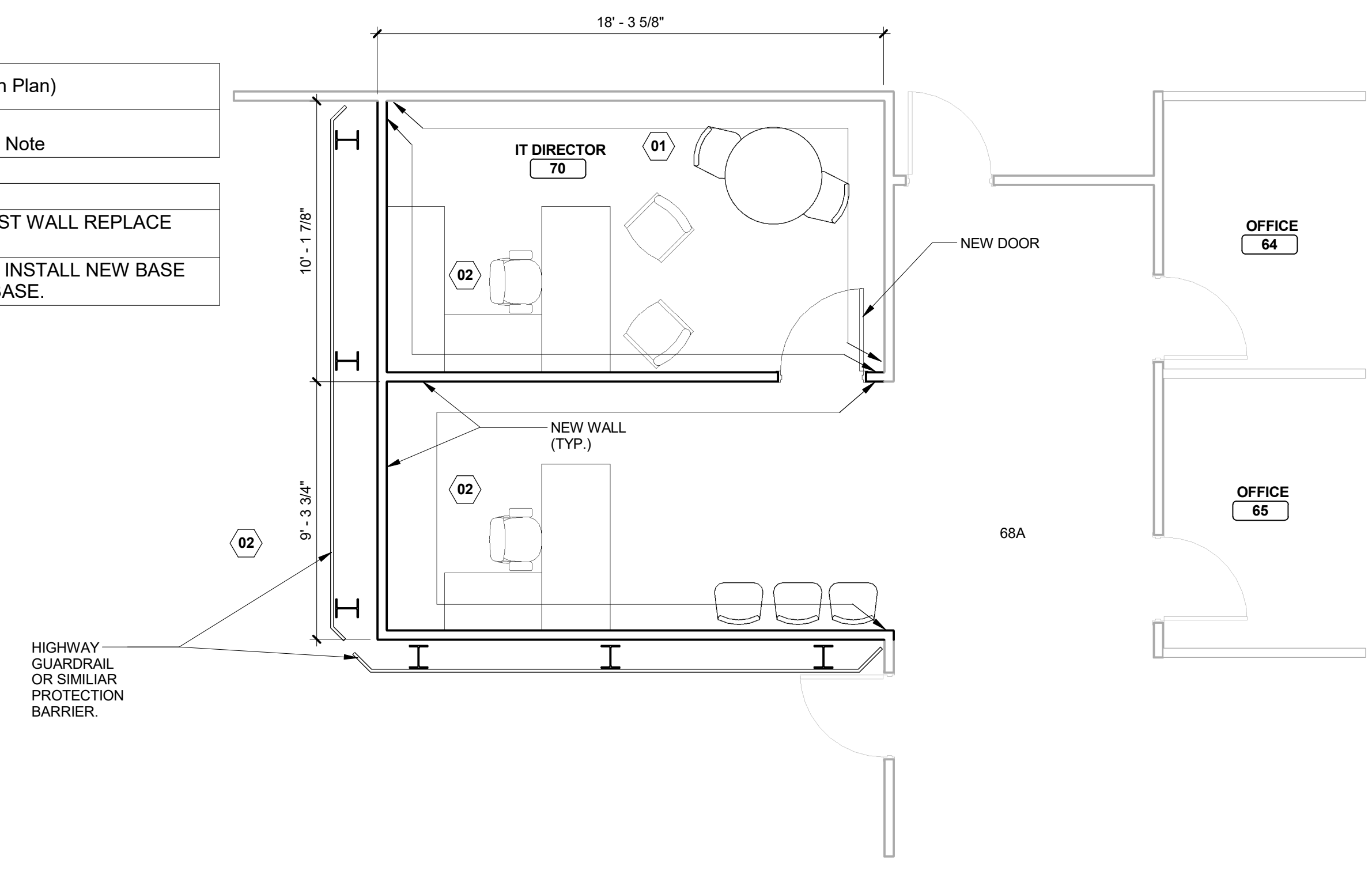
3 LEVEL 01 - RCP
Scale: 1/4" = 1'-0"

- LEGEND**
- INSTALL NEW CARPET BELOW REMOVING EXISTING LATERAL SURFACE - 7858 FELDSPAR
 - NOTE: USE DYNA-MIX ADHESIVE
 - NOTE: FIELD PAINT COLOR IS TO BE "GSD WHITE". THE SHERWIN WILLIAMS AT 3855 W. WALNUT ST, GARLAND TX, SHOULD HAVE THIS COLOR AS TITLED ON FILE.

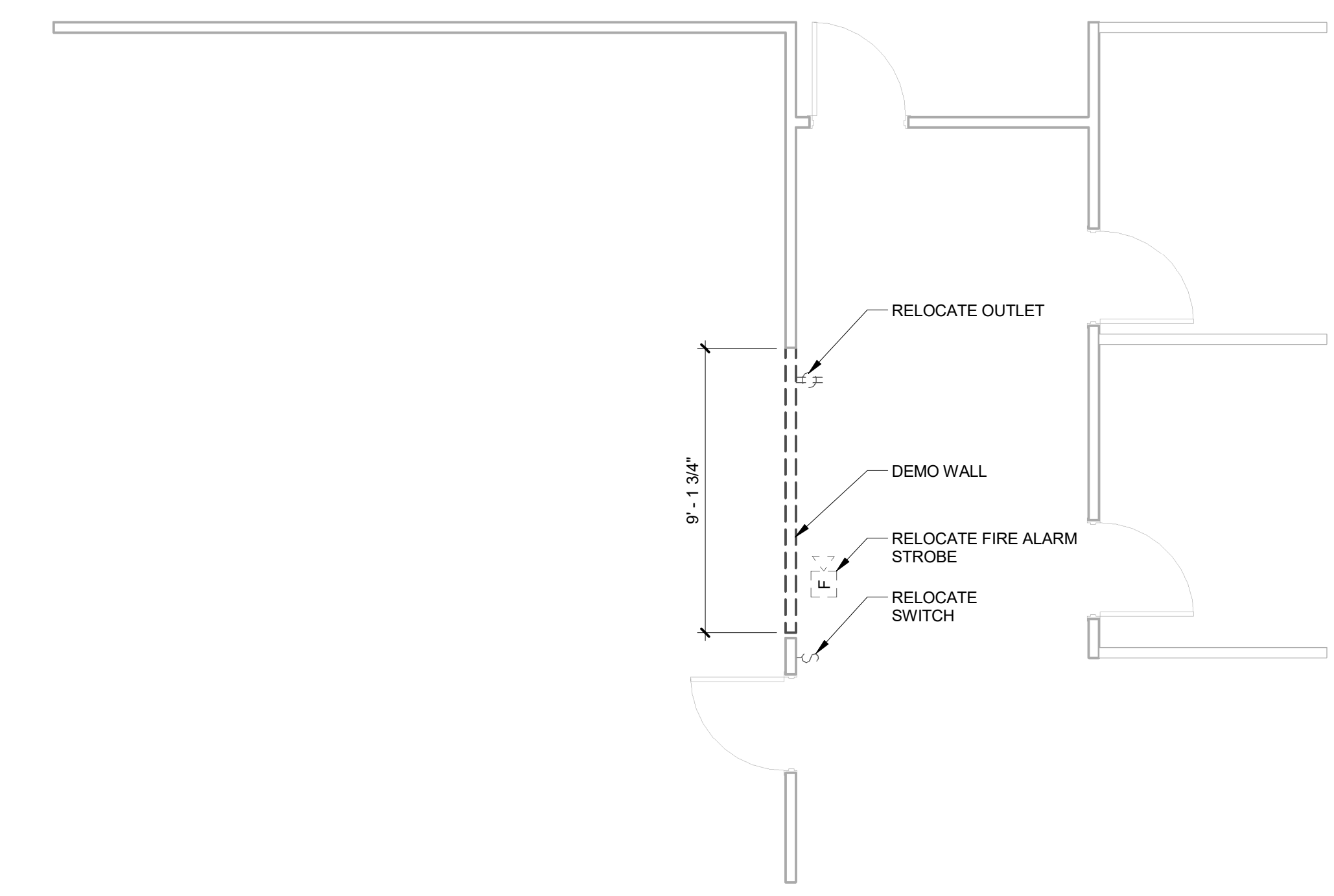


5 IT DIRECTOR OFFICE - FLOORING & PAINT
Scale: 1/4" = 1'-0"

Plan Notes (Construction Plan)	
Plan Note Number	Plan Note
01	PATCH AND PAINT EXIST WALL REPLACE EXISTING BASE.
02	PAINT NEW WALL AND INSTALL NEW BASE TO MATCH EXISTING BASE.



2 LEVEL 01 - FLOOR PLAN
Scale: 1/4" = 1'-0"



1 LEVEL 01 - DEMOLITION
Scale: 1/4" = 1'-0"

SECTION 00 11 17 – INTENTION TO PROPOSE FORM

Please return this Intention to Propose Form within **Five (5) Days** of receipt of this Request for Competitive Sealed Proposal Package. Doing so will enable us to keep a record of interest in this project. It is your responsibility to continue to monitor the District Website for any modifications or addenda issued prior to the submittal deadline. Fax or Email this form to:

ATTN: **Garland ISD**
Garland, TX 75040
E-mail: nrnunez@garlandisd.net
bids@garlandisd.net

Subject: Garland ISD **CSP# 499-04-16**
IT Director’s Office Renovation

Dear **Ms. Nunez**:

We hereby acknowledge receipt of the proposal documents for the above referenced COMPETITIVE SEALED PROPOSAL (CSP) Package, and confirm that:

(Check appropriate box)

We **do** intend to submit a proposal for this work. We understand that this proposal will be prepared by us at no cost or obligation to Garland ISD.

We **do not** intend to submit a proposal on this work. The reason(s) we decline to offer a proposal is as follows:

Yours sincerely,

Name

Signature

Firm

Title

Phone

Date

Fax

Email Address

Note: This form is to be completed by only firms intending to propose as the Prime Contractor/General Contractor (GC).

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS, 7 PAGES.

1.1 GENERAL INFORMATION

1.1.1. Scope

In accordance with Texas Government Code Chapter 2269, Subchapter D, the Board of Trustees of Garland ISD is requesting Competitive Sealed Proposals (CSP).

1.1.2. Discrepancies and Interpretations

Proposer must notify procurement at bids@garlandisd.net and the Garland ISD Point of Contact, Stoney Crump, at least eight (8) business days prior to the scheduled Proposal opening date with any questions arising out of the drawings or specifications or if discrepancies, ambiguities or omissions are found in the Proposal documents or if further information or interpretation is desired. There will be a pre-proposal meeting on **August 15, 2016** which may include a site visit.

Answers to inquiries will be provided in writing to all proposers in addenda form. It is the proposer's responsibility to check the website for addenda's posted at <http://www.garlandisd.net/connect/do-business/current-opportunities>. All provisions and requirements of such addenda will supersede or modify affected portions of the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

1.1.3. Submittal Procedures

Submit the Proposal in sealed packages of sufficient size to hold the original and one hard copy with flash drives for the other copies of the Proposal documents. These should be packaged following the instructions in Specification Section 00 41 10 - Overall Proposal Packaging Checklist.

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

**Garland ISD Purchasing Construction Department
Marvin Padgett Auxiliary Services Center
701 N. First St., Garland, Texas 75040.**

Proposals submitted via the U. S. Postal Service are to be mailed to:

**Garland ISD Purchasing Construction Department
P. O. Box 469026, Garland, Texas 75046-9026**

Clearly mark all proposal envelopes as instructed (#1.2.1 below). Allow sufficient transit time.

****Delivery of CSP envelope to other Departments within the Garland ISD is not considered as delivery to the Purchasing Construction Department. ****

Once completed and signed, return your CSP to the Garland ISD Purchasing Construction Department (as instructed above). Mark the package in the lower left hand corner as follows:

**CSP#: 499-04-16; IT Director's Office Renovation
DUE: Date August 25, 2016, 10:00AM. Local Time**

Proposals received at the Garland ISD Purchasing Construction Department in the **Marvin Padgett Auxiliary Services Center** after the time and date specified above will not be considered and will be filed unopened.

Oral or telegraphic bids transmitted via the District's facsimile machine are not acceptable. Proposals must be submitted to the District in a sealed package. **DO NOT FAX YOUR PROPOSALS!**

Proposals **must be signed by an authorized individual to contractually bind their firm** when submitting the Proposals. Failure to sign the proposals will be considered as a "mistake in proposals", and the proposals will be rejected as "non-responsive".

Garland ISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are an exception from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release. Copyrighted qualifications are unacceptable and will be disqualified as non-responsive.

The firm shall be responsible for any cost incurred in the preparation of proposals and participation in the evaluation process. There is no expressed or implied obligation by Garland ISD to reimburse any individual or firm for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by Garland ISD, or for participating in any selection demonstration/interviews, including discovery (pre-contract negotiations) and contract negotiations.

1.1.4. Preparation of Competitive Sealed Proposals

The Proposal must be based on conditions at the project site, the project Drawings, the project manual, and any addenda issued.

All original Proposal Forms must be authoritatively executed and submitted on the Proposal forms furnished by Garland ISD.

If the **Technical Proposal** form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains.

A Proposal with omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form may result in the proposal being deemed as non-responsive.

If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by Garland ISD as incomplete and may subject the entire Proposal to rejection.

Only one proposal shall be submitted by each proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals will be deemed as non-responsive.

Facsimile submissions or modifications are not allowed. Any modifications not inside the submission envelopes/packages will not be considered part of the Contractor's proposal.

The proposer will receive no compensation or reimbursement of expenses incurred in the preparation of this Proposal.

Garland ISD reserves the right to reject any or all Proposals. Garland ISD also reserves the right to waive errors and omissions in any proposal if it deems it in the best interest of Garland ISD to do so.

1.1.5. Public Information and Notice of Confidentiality

Garland ISD considers all Proposal information, documentation and supporting materials submitted in response to this Request for Competitive Sealed Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract. Exceptions to this are listed in this Project Manual.

The firm must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a proposal that the proposer claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Proposal and parts of proposals that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked, but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary," the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

_____ Printed Name

Signature	Title	Date
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1.1.6. Proposal Guaranty Bond

A Proposal bond on Garland ISD Proposal Guarantee Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of five percent (5%) of the greatest total amount of the proposed contract amount (Base Price plus all Allowances), payable without recourse to the order of the Garland ISD Board of Trustees, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

The Proposal Guaranty Bond must be accompanied by a properly dated and executed Power of Attorney with a raised Surety seal on each document. Failure to do so will constitute an irregular Proposal which will be deemed as non-responsive. Use of a Surety company's bond form is not acceptable and will result in the Proposal being deemed as non-responsive.

Should the successful proposer fail to execute and return to Garland ISD, the Contract and Performance and Payment Bonds within fifteen (15) calendar days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty Bond becomes the property of Garland ISD.

Proposal guaranties of all proposers will be retained until after the Contract, Bonds and Insurances have been executed and received by the Garland ISD.

No cashier's checks, official checks, or other items will be accepted. Only a Proposal Guaranty Bond as described in this paragraph is accepted for proposal security.

1.1.7. Insurance

Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due not later than 5 business days after execution of contract by the owner. (Refer to Exhibit "A"). An affidavit of ability to provide the required insurance should be submitted with the proposal, "Exhibit A1."

1.1.8. Ownership of the Competitive Sealed Proposal and Contractor's Proprietary Information

Submitted Proposals, documentation and supporting materials shall become the property of Garland ISD.

1.1.9. Site Investigation

It is the responsibility of each proposer to examine the project site, existing improvements, and adjacent property and be familiar with existing conditions, and the full scope of the work to be provided before submission of a Proposal. By submitting a proposal, the Proposer certifies his acceptance of this requirement.

After investigating the project site and comparing the Drawings and Project Manual/Specifications with the existing conditions, the proposer should immediately notify the Garland ISD Point of Contact identified in 1.1.2 of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

Should the successful proposer fail to make the required investigations and should a question arise after award of contract as to the extent of the Work arising from existing conditions, the A/E will review the issues and make a recommendation to the Project Manager.

Requests for site visits by individual proposers after the formal Pre-Proposal Meeting and Site Visits, and for the purpose of evaluating and preparing a proposal, will not be accommodated. State law requires proper background checks and badging or accompaniment by District personnel for site visits. It is not practical for the District to provide such accompaniment for individual proposers outside the prescribed Pre-Proposal and Site Visit parameters. Therefore the only viable and appropriate opportunity for viewing the site prior to the proposal date is to attend the Pre-Proposal Meeting and Site Visits.

1.1.10. Evaluation and Contract Award Process

Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount (Base Price which includes all Allowances). Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.

After opening the Proposals, the Selection Committee will evaluate and rank each Proposal with respect to the published selection criteria. This ranking will be used to make an advisory recommendation to the Garland ISD Board of Trustees, and is subject to their approval. Garland ISD may discuss with the selected proposer offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, Garland ISD will endeavor not to disclose any information derived from the Proposals submitted by competing firms in conducting such discussions. Contractor will be required to sign the Garland ISD Contract form.

Garland ISD reserves the right to ask for presentations during the evaluation process. Notice will be given to the proposers who are in the "zone of consideration" for award. Evaluation of the presentations may result in scoring changes to the appropriate category. See paragraph 1.4.1.

If Garland ISD determines that it is unable to reach a satisfactory agreement with the first ranked proposer, Garland ISD will terminate discussions with that proposer. Garland ISD will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until Garland ISD has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

Following execution of a contract agreement between Garland ISD and the successful contractor(s), the proposers will be made available to the public on the Garland ISD website.

The award or rejection action regarding this Proposal is at the sole discretion of Garland ISD. Garland ISD makes no warranty regarding that a contract will be awarded to any proposer.

If a Contract is awarded, it will be awarded to the proposer's offering the best value to Garland ISD. Garland ISD is not bound to accept the lowest priced Proposal, if that Proposal is judged not to be the best value for Garland ISD, as determined by Garland ISD.

1.2.1 Receipt of Proposals

Hand-carried proposals are to be delivered to:

Receptionist for Facilities & Maintenance to be date/time stamped

**Garland ISD Purchasing Construction Department
Marvin Padgett Auxiliary Services Center
701 N. First St., Garland, Texas 75040**

1.3.1 Addenda, Allowances, Alternates and Unit Prices

Addenda. Contractors are required to acknowledge receipt of all addenda issued. Failure to acknowledge all addenda in the Proposal Form may result in the Proposal being deemed as non-responsive.

Allowances. Contractors are required to include the Allowances described in Section 01 21 00 in the Base Proposal. Refer to the General, Supplementary and Other Conditions of the Contract for Construction for other related details on allowances.

Contingency Allowance. All construction contracts shall contain an Owner Controlled Contingency Allowance (OCCA). The contingency allowance is to be used only for expenditures which do not require a change order. The contingency allowance may be used to pay for changes in the work including but not limited to those resulting from hidden or unforeseen conditions.

The contingency allowance may be used to pay claims. Use of the contingency allowance must be authorized in advance by the GISD Project Manager/Owner. Refer to Specification Section 00 41 11, for the contingency allowance. The contractor shall not be entitled to markups or profit related to use of the Owner Controlled Contingency Allowance.

Alternates. Contractors are required to submit prices for the Alternates described in Section 01 23 00 to add work or to deduct work from the Base Proposal. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Refer to Drawings and Technical Specifications Sections for items of work affected by Alternates. Election of Alternates will be exercised at the option of the Owner. Contractor will include as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation. The amount shown in Specification Section 00 41 12 for each alternate shall include all plant, labor, material, equipment, overhead, profit, insurance and other costs incidental to the performance under the alternate. Failure to provide this information as an alternate is unacceptable and may result in the Proposal being deemed as non-responsive.

Unit Prices. Contractors are required to submit unit prices for any items that are listed in Spec. Section 01 22 00. The amount shown in Specification Section 00 41 12 for each unit price listed task/item shall include all overhead, profit, insurance and other costs incidental to the performance of the listed task/item. Failure to provide the requested unit pricing may result in the Proposal being deemed as non-responsive.

1.4.1 Evaluation Criteria

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Government Code, Chapter 2269.155. The firm that offers the best value to the district based on published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm. Should negotiations be unsuccessful, the firm will be notified in writing of the decision to end negotiations, and the District will proceed to the next firm in the order of selection ranking until a contract is reached or all proposals are rejected. Based upon the proposal material submitted, the following criteria will be used to evaluate firms.

It is the intent of the DISTRICT to award to a single contractor; however, the DISTRICT reserves the right to award to a single contractor or multiple contractors, or in any combination it determines to be in the DISTRICT's best interest.

All vendors/proposers need to be registered with GISD purchasing prior to bidding on projects. See <http://www.garlandisd.net/departments/purchasing/howto.asp> to register.

Evaluation Criteria Step 1

Criteria Number	Criteria Description	Category Value
1.	Purchase Price	
	Proposal Price – This section will be scored based on proposer’s total price in relation to ranking among other proposers prices.	40 points
2.	Quality and Reputation of Contractor	
	Category Total:	33 Points
2 a.	<p>References and Past Experience – Designated evaluators will check information submitted to score this section.</p> <p>Proposer will provide three (3) references with most updated contact information. (References shall be from Owner and/or Architect who directly oversaw the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed.</p> <p>Past Experience - Past and current experience on ISD or similar projects will be considered in scoring this section. Proposer is required to list no more than five (5) ISD projects in the past 2 years in addition to projects similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of building or renovation specific to the scope of work in this CSP. Past experience with Garland ISD will also be evaluated.</p> <p>Proposer must provide a list of no more than five (5) projects in process and or completed in the last 3 years. Projects older than 3 years may be submitted if similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of building or renovation specific to the scope of work in this CSP. Include Client name, email, contract value, and contract duration.</p> <p>Proposer to indicate role on each project (Prime GC, Sub-Contractor, Joint Venture (JV), etc.)</p> <p>Litigation – Proposer is to indicate and list if actively involved in any litigation with Owner (only) organization(s) (past, previous, or current).</p>	20 points
2 b.	Safety	13 points
2 b.	<p>Safety – Submit OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror’s insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror for past 3 years.</p> <p>Proposer to indicate if they have ever been denied workers compensation insurance or denied renewal of workers compensation insurance. Proposer to indicate if they have ever been fined by OSHA.</p> <p>Proposer to provide copy of company’s safety program.</p> <p>Safety Plan- Proposer to provide site specific Safety Plan. For bid package that includes more than one school, submit a site safety plan per location. Specifically, include working with students on-site.</p>	
3.	Execution	Category Total: 25 points
3 a.	Proposed Project Team(s) and Management approach to proposed projects.	15 points
	Proposer to include resumes of actual staff who will be assigned to the project(s).	
3 b.	Proposed Construction schedule and phasing plan.	10 points
	Proposer to provide detailed execution plan demonstrating a thorough understanding of the scope, and methodology in compliance with the phasing plan/information provided in the bid documents.	
Evaluation Criteria Step 2 -Based on ranking of the proposals after “Evaluation Criteria Step 1,” the financial strength will be evaluated for only the top ranked proposals or as many as deemed necessary by the district.		
4	Financial Strength	
	Category Total:	2 points
	Financial status of the vendor (as rated by Dun & Bradstreet)	
	Proposer must indicate number of years as a D&B member.	
	Proposer to provide current D&B rating.	
	Proposals must include the DUNS account number and location of office. Failure to provide the DUNS number will result in zero (0) points.	
Total Maximum Points		100

Construction Liability Insurance Requirements

Occupational Categories

Category I

Category I
Painters, Drywall, Concrete Work, Brick Mason, Carpenter, Cleanup, Glazier, Locksmith, Landscapers

<u>Cost of Work</u>	<u>CGL</u>	<u>UMB</u>	<u>AUTO</u>	<u>EL</u>
\$0 - \$50,000	\$100,000	\$0	\$100,000	\$500,000
\$50,001 - \$100,000	\$250,000	\$0	\$100,000	\$500,000
\$100,001 - \$500,000	\$500,000	\$0	\$250,000	\$500,000
\$500,001 - \$1,000,000	\$1,000,000	\$0	\$500,000	\$500,000
\$1,000,001 - \$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$500,000
\$2,000,001 - \$5,000,000	\$1,000,000	\$4,000,000	\$1,000,000	\$500,000
\$5,000,001 +	\$1,000,000	\$10,000,000	\$1,000,000	\$500,000

Category II

Category II
Electricians, Plumbing, Crane Operators, Fire system installer, HVAC Work

<u>Cost of Work</u>	<u>CGL</u>	<u>UMB</u>	<u>AUTO</u>	<u>EL</u>
\$0 - \$50,000	\$500,000	\$0	\$100,000	\$500,000
\$50,001 - \$100,000	\$500,000	\$0	\$250,000	\$500,000
\$100,001 - \$500,000	\$1,000,000	\$0	\$500,000	\$500,000
\$500,001 - \$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$500,000
\$1,000,001 - \$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$500,000
\$2,000,001 - \$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000	\$500,000
\$5,000,001 +	\$1,000,000	\$10,000,000	\$1,000,000	\$500,000

Category III

Category III
Boiler Work, Roofer, Hot Work (cutting and welding)

<u>Cost of Work</u>	<u>CGL</u>	<u>UMB</u>	<u>AUTO</u>	<u>EL</u>
\$0 - \$50,000	\$1,000,000	\$0	\$100,000	\$1,000,000
\$50,001 - \$100,000	\$1,000,000	\$0	\$250,000	\$1,000,000
\$100,001 - \$500,000	\$1,000,000	\$1,000,000	\$500,000	\$1,000,000
\$500,001 - \$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
\$1,000,001 - \$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000
\$2,000,001 - \$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000	\$1,000,000
\$5,000,001 +	\$1,000,000	\$10,000,000	\$1,000,000	\$1,000,000

Category IV

Category IV
General Contractor

<u>Cost of Work</u>	<u>CGL</u>	<u>UMB</u>	<u>AUTO</u>	<u>EL</u>
\$0 - \$50,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
\$50,001 - \$100,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
\$100,001 - \$500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
\$500,001 - \$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
\$1,000,001 - \$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000
\$2,000,001 - \$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000	\$1,000,000
\$5,000,001 +	\$1,000,000	\$10,000,000	\$1,000,000	\$1,000,000

CGL= Commercial General Liability

UMB= Umbrella Liability

Auto= Automobile Liability

EL=Employers

Liability General Contractors must provide Builder's Risk Coverage for the insurable value of the work.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0 INSURANCE GENERAL REQUIREMENTS

§ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by the Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, the Contractor shall provide written notice to the Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance certificates on the most current ACORD 25 form or other approved Texas Department of Insurance form, binders, declarations, and endorsements themselves. The Contractor shall furnish Owner copies of all insurance policies, amendments, renewals, notices, cancellations and additional endorsements within sixty (60) days after the execution of the Contract by Owner, and as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a rated not less than A minus VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, <http://www.ambest.com> and that permits waivers of subrogation.

§ 11.0.4 All liability insurance required herein shall name Garland ISD, its officers, employees, volunteers, and elected officials, as an-additional insured, except Contractor's Worker's Compensation insurance and Professional Liability insurance.

§ 11.0.5 All insurance required herein shall be primary insurance as respects the additional insured required by 11.0.4. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the additional insureds on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.0.6 Any failure of the Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Additional Insured Parties.

§ 11.0.7 Any workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor. Contractor shall be responsible for all policy deductibles and self-insured retentions.

§ 11.0.8 Contractor will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Contractor will provide Owner with Contractor and insurance carrier contact names and phone numbers. Contractor will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA Section 111.

§ 11.0.9 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 CONTRACTOR'S INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain, in a company or companies with a "Best Rating" of "A minus" or better, and licensed to do business in the State of Texas, such insurance as will protect the Contractor and the

Owner, from claims set forth below which may arise out of, or result from, the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractual liability shall be the same limits as under 11.1.2 below:

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

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

The Owner, its officers, employees, volunteers, and elected officials shall be covered as Additional Insureds for liability arising out of activities performed by, or for, or on behalf of, the Contractor, including general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no specific limitations on the coverage afforded the Additional Insureds except for Workmen's Compensation and Professional Liability. Insurance shall include the following in limits specified in Attachment (Exhibit Construction Liability Insurance Requirements).

- .1 a. Workmen's Compensation Statutory
b. Employer's Liability
Coverage will include:
Waiver of subrogation in favor of Owner,
Alternate Employers Endorsement, if applicable
Voluntary Compensation endorsement
All States coverage on an "if any" basis
- .2 Commercial General Liability
 - a. Bodily Injury and Property Damage:
General Aggregate \$2,000,000 (per project)
Coverage to remain in place until Final Completion, however if Warranties are applicable, coverage shall remain in place until the expiration of the Warranties.
 - b. Products and Completed Operations
\$1,000,000 each occurrence, \$2,000,000 aggregate, to be maintained through annual renewals for a period of five years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.
 - c. Personal and Advertising Injury including contractual liability
\$1,000,000 each occurrence

- d. Coverage will include:
- Independent Contractors
 - Premise operations
 - Defense costs in addition to the limits
 - X, C, and U coverage
 - Broad form property damage including products/completed operations.
 - Contractual Liability sufficient to cover indemnity requirements in Section 3.18.1, subject to policy terms and conditions
 - Contractor's Professional Liability endorsement CG 22 79 or equivalent (policy shall not contain a professional liability exclusion for "means and methods")
 - Additional insured, primary and non-contributing
 - If the additional insured endorsement maintained by the Contractor does not include completed operations coverage then the Contractor must purchase this coverage using form CG-20-37 (latest edition) or an equivalent form providing additional insureds with coverage for "completed operations".
 - Waiver of subrogation in favor of Owner.
 - No modification or restriction of the standard ISO CGL coverage form Paragraph I – "damage to your work" exclusion. The "subcontractor exception" will not be removed via CG 22 94.
 - If there is work within fifty (50) feet of a railroad, endorse with CG 2417.

3. Business Automobile Liability (including owned, non-owned, hired, or borrowed vehicles);

- Coverage will include:
- Contractual Liability
 - Additional insured, primary and non-contributing
 - Waiver of subrogation in favor of Owner
 - Pollution liability which includes upset, overturn, and collision

4. Umbrella Excess Liability coverage:

- Coverage will include:
- Occurrence based form
 - Follow form of the primary coverage (commercial general liability, employers liability, auto liability) except for per project aggregate
 - Pay on behalf wording
 - Completed Operations
 - Waiver of subrogation to follow form of the primary
 - Additional insured to follow form of the primary
 - Annual aggregate limit
 - A drop down feature

5. Contractors Pollution Liability

Contractor will purchase a policy covering third-party bodily injury, property damage, and loss of use claims, including clean-up costs, as a result of pollution conditions arising from contractor's operations and completed operations. Completed operations coverage will remain in effect through annual renewal for no less than 5 years after final completion of the Work. The limits of coverage will be not less than:

\$1,000,000 each occurrence and annual aggregate

- Coverage will include:
- Mold and other fungi and bacteria
 - No exclusion for EIFS, if applicable
 - Additional insured, primary and non-contributing
 - A waiver of subrogation in favor of Owner
 - A retroactive date no later than the start of the Work, if applicable.
 - Occurrence form, if available.

6. Contractor's Professional Liability

If the Work performed by the Contractor or its subcontractors will include some responsibility for design, the Contractor will purchase or cause to be purchased and maintained a professional liability policy. The limits of coverage will not be less than:

\$1,000,000 each claim and annual aggregate

Coverage will include:

A waiver of subrogation in favor of Owner

A retroactive date that is the earlier of the start of design or the Work

Coverage for negligent acts, errors or omissions arising out of design or engineering services

An extended reporting period of 5 years after final completion

7. All Risk Builder's Risk Insurance

If Contractor is a Construction Manager-at-Risk, then, as specified in each Amendment Number One, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum. See Section 11.4 for Builder's Risk Insurance requirements.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning a fifty percent or greater reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor to the Owner, in writing within five (5) business days of Contractor's information and belief.

§ 11.1.4 Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 11.1.5 TEXAS WORKERS' COMPENSATION INSURANCE

A copy of a Certificate of insurance, a certificate of authority to self-insure issued by the Department of Insurance, Division of Workers Compensation, or a coverage agreement showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required 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 is required for the duration of the Project, including any Warranty Period.

Persons providing services on the Project ("subcontractor") in Texas Labor Code 406.096:

includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnished 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 do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amount and filing of any coverage agreements, which meets the statutory requirements of Texas Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the Project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental

entity showing that coverage has been extended. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (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.

The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all its employees providing services on the project for the duration of the project.

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project:

4. Obtain from each other person with whom it contracts, and provide to the contractor:

- a. A certificate of coverage, prior to the other person beginning work on the project; and

- b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project:

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the Certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance. Providing false or

misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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.

§ 11.2 OWNER'S AND ARCHITECT'S INSURANCE

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

§ 11.2.2 The Owner shall be responsible for purchasing and maintaining property insurance no later than the first to occur of the date on which the Owner begins to occupy or use any completed or partially completed portions of the Work, or the date of substantial completion of the Work. If Owner occupies or uses any completed or partially completed portions of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by any public authorities having jurisdiction over the Work, pursuant to Paragraphs 9.9.1 and 11.4.5. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk insurance shall be primary.

§ 11.2.3 Architect shall be responsible for purchasing and maintaining the Architect's liability insurance, worker's compensation insurance, and errors and omissions insurance as provided in the Owner-Architect Agreement.

§ 11.3 Not Used

§ 11.4 BUILDER'S RISK INSURANCE

§ 11.4.1 Contractor shall obtain, at its expense, a builder's risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance if applicable, in the amount of the initial Contract Sum, or if applicable, Guaranteed Maximum Price, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis. Policy shall contain no co-insurance clause. Coverage shall insure against the perils of fire, lightning, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, flood, earthquake, cold testing, collapse, subsidence, sinkhole, damage resulting from faulty workmanship or faulty materials, terrorism for certified and non-certified acts, law and ordinance coverage for renovations, and all other perils, and shall include materials stored on-site, off-site, and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of the Contractor, subcontractors, and sub-contractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Substantial Completion. Contractor shall be responsible for any deductibles.

§ 11.4.2 Not Used

§ 11.4.3 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, and (3) Project Manager for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.4, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The foregoing waiver afforded the Architect, his agents, and employees, shall not extend the liability imposed by Section 3.18.3. The Owner or Contractor, as appropriate, shall require of the Architect, Separate Contractors, Subcontractors, Sub-subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Section 11.4.3. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.

§ 11.4.4 The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner.

§ 11.4.5 Contractor's builder's risk insurance shall be endorsed to allow partial occupancy (permission to occupy) by Owner. Contractor shall ensure that such partial occupancy will not cause cancellation, lapse, or reduction of this insurance.

§ 11.5 PERFORMANCE AND PAYMENT BOND

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

§ 11.5.1.1 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. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors upon request.

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

SCHEDULE O, INSURANCE AFFIDAVIT, 1 PAGE.

**GARLAND ISD
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker and Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by the Garland ISD, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the Garland ISD meeting all of the insurance requirements in this bid.

Insurance Coverages Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ Fax No: () _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: Date: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen day requirement is not met, the Garland ISD has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Garland ISD's Risk Management Division at (972) 494-8382.

Bidder's Signature: _____ **Date:** _____

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION, 2 PAGES.

1.1 PROJECT NAME/ADDRESS

CSP# 499-04-16

IT Director's Office Renovation, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
926	TI Director's Office	Renovation	GISD Technology Building, Garland, TX

1.2 OWNER

Garland Independent School District
501 S. Jupiter
Garland, TX 75042

1.3 PROJECT MANAGER (PM)

Garland ISD's School Facilities Project Manager (PM) for the management of planning, design, procurement, construction and post-construction for this bid package is identified below. All correspondence and communication during the negotiations, construction and post-construction processes shall be directed to the Architect/Engineer firm (A/E) with copy to the Garland ISD Project Manager.

Garland ISD

Stoney D. Crump

Construction & Environmental Services Administrator
701 N. First Street
Garland, TX 75040
Phone: 972-487-4144
Fax: 972-494-8437
E-mail: SDCrump@garlandisd.net

1.4 ARCHITECT/ENGINEER FIRM (A/E)

Alliance Architects, Inc. has been retained by Garland ISD as the primary Architect/Engineer (A/E) for this bid package. All Drawings and Specifications have been prepared by the Architect/Engineer (A/E). All correspondence and communication regarding these documents shall be directed to the Architect/Engineer (A/E) with copy to PM's Project Manager.

Alliance Architects, Inc.
1600 N. Collins Blvd. #1000
Richardson, Texas 75080

Main Contact: Carlos A. deSaracho, AIA
Phone: 972-233-0400
Fax: 972-233-2259
Email: carlosd@alliancearch.com

1.5 Summary of Work. See related Section 01 10 00 Summary of Work

1.6 Project Schedule. The Contractor shall diligently prosecute and achieve Substantial Completion of the Work no later than as shown below.

Org # -SCHOOL NAME and PROJECT TYPE	SUBSTANTIAL COMPLETION	Final COMPLETION
926 – Technology Building	TBD	TBD

A Notice to Proceed (NTP) will be required before any work may commence. The NTP will be issued to the contractor when signed contracts, and any other required forms required, are returned to the Owner with valid bonds and insurance

The Contractor will be required to provide Payment and Performance Bonds for each contract. Contractor shall be responsible for all permit costs including plan review fees.

CSP #499-04-16 – Construction of an office for the GISD IT Director at the GIOSD Technology Building on First Street, Garland, Texas

1.7 Estimated Construction Budget (including allowances). The estimated construction budget for each school and total for the bid package is shown in the table below. The Owner reserves the right to reject any and all proposals if they exceed the estimated construction budget amount. The total base proposal amount for the bid package, which includes the listed allowances, will be considered in the evaluation of the Contractor’s proposal.

For accounting purposes each school construction budget stands alone. In Section 00 41 11 Proposal Form Base – Base Bid (Part 1-A of the CSP), Proposers are required to enter a cost per school breakdown of their proposed Base Bid amount including allowances so that the cost per school can be verified against the per school budget during negotiations. These breakdowns are not for evaluation purposes and will not be read at the proposal opening.

School Org #	School Name and Project Type	Construction Cost Limitation (CCL)	In Contract Owner Controlled Contingency (IC)	Estimated Construction Budget (CCL + IC)
926	Renovation – Technology Bldg.	\$70,000	N/A	\$70,000
	Total for CSP# 499-04-16	\$70,000		\$70,000

SECTION 00 31 18 – SCHOOL OPERATIONS PARAMETERS STATEMENT, 7 PAGES.

1.01 **Safety is Priority-One.** Contractor recognizes the critical need for safety of all persons involved in the construction program, most specifically at the school site, and the need to conduct construction operations in such a way as to minimize disruption of school operations. Contractor understands that it is the obligation of the Contractor to protect the work, materials and equipment from vandalism and theft, and that it cannot rely on school security personnel to perform this function.

2.01 **School Operating Hours.**

At the existing project school only:
For construction purposes, access to school facilities shall be limited during the school's normal working hours as follows (barring any after school special events):

Custodian Regular Work Schedule

(During Regular School Year Excluding Summer) Monday-Friday

The schedules for the elementary custodians:

Day shift	6 am to 2:30 pm
Midday Shift	11am to 7:30pm
Evening Shift	2 pm to 10:30 pm

The Middle School and High School custodial service is outsourced. The employees follow the same schedule as our district employees. Both groups work Monday thru Friday. Anything over 40 hours per week is considered overtime.

Summer work: Custodian will only be available from Monday – Friday 6am – 2:30pm.

Custodian is required to be on site at all times while contractor is on existing GISD school site performing work.

No work shall be performed when school is in session, unless specifically addressed in the phasing documents or approved by the Project Manager/Owner. Contractor shall confirm school's operating hours with the school authorities. Contractor shall refer to Project's phasing documents and discuss specific locations and timing for carrying out work, with the Project Manager at the Projects' pre-construction meeting and throughout the duration of the Project.

3.01 **After Hours Access.** Any requirement by the Contractor to enter areas of the school after normal operating hours shall be approved in advance by Garland ISD and the Project Manager and shall be coordinated through the school principal's office since it will require Garland ISD school staff to be present to unlock doors, provide access to mechanical and equipment rooms, etc.

The Contractor will incur and will need to budget for overtime costs (\$30/hr) for Garland ISD Staff presence at the school site outside Normal Hours, to include, but not limited to, nights, weekends and holidays. This cost shall be included in the proposal price. The contractor shall utilize the form '**After Hours Access Request**' and submit to Garland ISD at least two (2) working days prior to the needed access date. Contractor shall submit copies of completed, fully executed form(s) to the Project Manager. Garland ISD will recover from the Contractor any and all overtime costs based on the actual wage rates involving District personnel. The Project Manager will provide the '**After Hours Access Request**' form in electronic format upon request by the Contractor. A sample of the form is included at the end of this section for reference.

Garland ISD will recover from the Contractor any and all overtime costs based on the actual wage rates involving District personnel. Garland ISD shall seek reimbursement from the Contractor as a deductive Change Order. Garland ISD staff is available to provide building access only and may not be used for cleaning.

- 4.01 **Holidays, Summer, and Winter Break Operations.** Current Garland ISD School Calendar is available on the Garland ISD website with a listing of all the holidays and breaks. The contractor will have to plan construction work accordingly. Any requirement by the Contractor to enter areas of the school during holidays shall follow the instructions above.
- 5.01 **Summer School Status.** To the extent feasible, the Owner has planned not to have summer school at school sites affected by construction.
- 6.01 **State Testing Dates.** Periodically, Garland ISD Schools will be testing students. The Contractor shall not be allowed to perform construction onsite during these critical achievement test periods. The System-wide Testing Schedule is available with the School Calendar on the Garland ISD website and the Contractor should consult this calendar to determine the number of testing days that will take place during the duration of the work and make allowance for those days in their proposal. After hours work is not allowed on testing days. As applicable per school year.
- For a calendar year, Contractor shall allow for a minimum of 11 testing days for elementary schools, 18 testing days for middle schools and 23 testing days for high schools. Actual testing days and dates may vary for each school and must be confirmed with the respective school Principal.
- 7.01 **Critical Systems and Areas of Operation.** Critical systems including air conditioning systems, water systems and electrical systems and critical areas such as kitchen areas must remain functional at all times school is in operation, unless the Contractor makes arrangements for temporary systems or services that are acceptable to the Owner. Any renovation work that would require a shutdown of these items must be accomplished during vacations, holidays and other times when the school is not operating unless the Contractor makes arrangements for temporary systems or services that are acceptable to the Owner. A shutdown of a critical system requires owner and PM approval.
- 8.01 **10-Day Notice of Power Shutdown.** Contractor must provide Garland ISD with notification of power or other utility shutdown no less than 10 calendar days in advance of the shutdown. Notification includes Garland ISD Central Maintenance Office, A/E, Project Manager and the Principal at each affected school. Copy of approved utility shutdown form will be provided to Principal.
- 9.1 **Worker Identity Badges.** Contractor must provide all construction workers with Garland ISD identification badges, with photograph, that shall be worn visibly at all times while workers are present on the construction site. The requirements are explained in the Garland ISD Safety Program. Each person, including Foremen and above, that will be working on site must have the OSHA 10-Hour Training. Training will be provided by general contractor.

Suppliers who will only deliver, but not enter a school building to perform services, will be required to complete and submit the **CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attachment D) only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. Attachment D should be completed and returned after all personnel have been badged.

Criminal History Checks

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. There are 2 processes (Paragraphs A. & B.) with regard to Badging:

- A. Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the consultant/Vendor takes the necessary precautions. The consultant/Vendor is instructed to follow the procedures as outlined

for obtaining badging through FC Background. FC Background is an independent firm selected to perform criminal history checks for the Garland ISD for consultants/Vendors who do not have direct and ongoing contact with students. In addition to FC Background's badging process, the consultant is responsible for ensuring direct access to students is prohibited. The consultant/Vendor and all workers on Garland ISD property will enforce compliance and shall certify compliance with Texas Education Code (TEC) § 22.0834, see Attachment D. As a minimum, consultant is responsible for the following:

Consultant shall only use restrooms designated for consultant(s)/worker(s). Student restrooms are not available for use by consultant(s)/worker(s). The following are the only facilities available for use:

- Inside Garland ISD buildings, "faculty only" facilities, if necessary, with preference for contractors to use contractor furnished "portable" facilities;
- Outside, on Garland ISD property, vendor furnished "portable" facilities.

Consultants/contractors/vendors/workers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: Classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.

Precautions listed in this section are the minimal requirements to avoid direct and unsupervised contact with students. Consultant/vendor is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.

The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for the Garland ISD.

Contact Information:

FC Background
Phone: (972) 404-4479/Fax: (214) 306-8207
Monday – Friday 6 am – 6pm CST
customer.support@fcbgbackground.com
Facility maps are available at www.fcbgbackground.com
Cost per Employee is \$30.00 per subject (additional criminal records search fees may apply)

Garland ISD Badging Qualifications:

- No Felony convictions, no open or pending felony cases (no time limit);
- No misdemeanor convictions involving crimes against children or crimes of moral turpitude (see below);
- No registered sex offenders; or
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge.

Garland ISD Board defines moral turpitude as (Not limited to the following):

- Dishonesty, fraud, deceit, theft, false representation (not including misdemeanor theft by check cases);
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell or distribute and controlled substance;
- Acts constituting abuse under the Texas Family Code;
- Public lewdness; or
- Prostitution.

- B. Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the consultant shall cease work immediately, notify GISD Security, and comply with the following:

Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

If you are a **sole proprietor** (one-person company) you must contact GISD Purchasing Department to obtain FAST pass.

Follow instructions on the FAST Pass to arrange an appointment for employees to be fingerprinted. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

All other **suppliers, contractors and subcontractors** must: Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

Follow instructions on the FAST Pass to arrange an appointment for employees to be fingerprinted. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

If an employee is arrested while under contract, you must contact Dana Knox, Garland ISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest. Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

- 10.01 **Construction Fencing, Parking and Staging Areas.** The Contractor shall erect construction fences and access gates at the locations approved by the Owner and The Contractor is to coordinate with each school principal and PM for the approved layout for their construction zone. Each Proposer is to provide, as part of their execution plan with their bid submission, a drawing indicating what is their best laydown and construction plan for each construction site. Access to the site shall also be as indicated on the drawings. Contractor site activities, storage offices, and fabrication shall be limited to the area enclosed by the construction fences. Contractor parking shall be limited to the area enclosed by the construction fence or other approved areas adjacent to school property.

If the Contractor plans to shut down a part of an occupied and operational school facility

for construction work, then the Contractor shall erect appropriate construction barricades to completely eliminate access for non-construction personnel to the work area. The barrier shall be made of 3/4" plywood, and it shall extend from floor to ceiling, wall to wall. The temporary barrier shall have a door that can be locked. This barrier will remain until work in the specified area is completely finished. The barrier may subsequently be moved to a different location, provided that it still meets the requirements. Proper signage should be displayed near the temporary barrier, according to safety regulations. Temporary construction barriers will also be required for tie-ins from Additions to existing structures. Approval of all temporary barriers by the Fire Marshall is the responsibility of the Contractor.

Contractor shall provide appropriate fencing and barricades for site work in compliance with city requirements.

- 11.01 **Fire Alarm System Maintenance, Operation, Removal and Certification.** The Contractor is responsible for maintaining the existing fire alarm operational throughout construction duration. In certain cases, the existing fire alarm equipment is currently under warranty from the initial installation. If the Contractor requires the temporary or permanent relocation of fire alarm devices in order to complete Contractor's work, then Contractor will be responsible for notifying Garland ISD and utilizing Garland ISD's Vendor if the system is under warranty, disconnecting, removing, securing, protecting, reinstalling, re-testing and re-certifying such equipment or system. If no vendor is indicated, contractor may select a qualified fire alarm vendor of his choosing. Contractor is responsible for all costs and coordination of any disconnection, removal, shunting, reconnection, testing, and re-certification of the fire alarm system required to accomplish the renovation work and to receive certificates from the applicable Fire Department. Anytime an existing fire alarm system is disabled, the Contractor must contact Garland ISD's Safety and Security Central Control at 214.932.5627. Contractor will be required to provide a name, company, cell phone number, the reason for placing the system in trouble, and how long the system will be disabled. At the end of the work day, the contractor is to call Central Control at 214.932.5627, place the fire alarm system in normal operation and state to Central Control that the system is back to normal.
- 12.01 **Technology/Communications.** Contractor is responsible for any damages or changes to the existing technology/communication system throughout the duration of the construction and must make any appropriate repairs. If the Contractor requires the temporary or permanent relocation of technology in order to complete his work, then the Contractor is responsible for notifying Garland ISD and completing all disconnections, removals, temporary facilities, security, protection, re- installation, re-testing and re-certification, etc. to maintain the system. The original warranty will need to be maintained/restored. Contractor is responsible for all costs and coordination.
- 13.01 **Water and Electrical Utilities** On all new projects, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all utility and other 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.

On renovation projects, the contractor shall be allowed to use temporary power and water from the existing school for the contract work inside the building.

In the event that new utility services are being brought to the building as a part of the work, and in the case of new construction projects, the Contractor shall establish temporary utility accounts and pay for those temporary utility costs for the duration of the project until such time that the Owner can assume the costs of the utilities after Substantial Completion. Utility costs paid by the Contractor from substantial completion date through the date of transfer to Garland ISD shall be reimbursed by the District.

- 14.01 **Off-Limit School Areas.** The Contractor shall not use the school's cafeteria, telephones, restrooms, vending machines, parking lots (unless prior approval is given by the Owner for use of parking areas) or any other school facility. The Contractor shall provide for these services for

its workers (see Section 003118, Part 9.01).

- 15.01 **Overhead Lifting and Trenching/Excavating Limitations.** The Contractor shall at no time perform overhead lifting over any areas occupied by students, school personnel, or visitors. A minimum of two (2) working days' notice shall be provided by the Contractor before overhead lifting in such areas to allow termination of school activities and evacuation of student and school personnel. Notification shall be made to the school principal, A/E and Project Manager. If the school cannot accommodate this request, lifts must be done during non-school hours. Contractor shall coordinate and conduct pre-lift meetings one week prior to any overhead lift.

The Contractor shall at no time perform any trenching or excavating activities during regular school hours. Contractor shall coordinate and conduct a pre-dig meeting one week prior to any planned excavation or trenching. Agenda will include discussion about the scope and review of the existing underground utilities as it relates to the planned trenching / excavation. Also, at the pre-dig meeting, Contractor shall present a contingency plan if any utility is struck during execution of such work.

- 16.01 **Delivery of Materials and Equipment to Contractor.** The Contractor shall issue instructions that deliveries for this project shall be made to the Contractor and not through the School's office or personnel. Deliveries should be made when there is no impact to student arrival or departure from school or school activities.

- 17.01 **Owner's Right to Salvaged Items.** Contractor shall notify the Owner at least four (4) weeks prior to the start of demolition in each area or portable building, the Owner will furnish a list of items to be salvaged, labeled, logged, and delivered to a place of Garland ISD choosing. Garland ISD reserves the right to salvage all materials. Contractor will provide a receptacle acceptable to Garland ISD for salvageable refrigerant and will provide delivery to an offsite location at Garland ISD'S direction.

- 18.01 **Equipment Access.** Providing access for installing any equipment will be the responsibility of the Contractor.

- 19.01 **Removal of Fixed Furnishings, Fixtures or Equipment.** Contractor is responsible for the removal, cataloguing, protection and re-installation of fixed furnishings, fixtures or equipment required by the Contractor for the execution of the Work.

- 20.01 **Moveable Furnishings or Equipment.** If required to accommodate construction, Garland ISD will provide and manage a moving services vendor who will relocate movable furnishings and equipment out of each phased zone and into temporary facilities. Contractor shall be responsible for coordinating with the moving vendor to facilitate the transition process. Contractor is responsible for the protection of any moveable furnishing or equipment remaining in the work areas. The Contractor is responsible for any relocation of furniture or school property within any given room as necessary to perform the Work (see Section 003100, Part 1.05). The Contractor must obtain approval to relocate furnishings or equipment within the room from the Owner via the PM. The Owner will be responsible for moving I.T. equipment and chemicals from science labs, when necessary. A pre-move meeting will be held at least five (5) days prior to any move requiring the Owner's involvement.

- 21.01 **Tobacco and Alcohol Products Prohibited.** Use of all tobacco, alcohol and illegal uncontrolled substances is prohibited on Garland ISD property, during or after business hours.

- 22.01 **Limits on Interaction.** Refer to the contract for Limits of Interaction.

- 23.01 **Limits on Facility Access.** Construction crews must stay away from all areas of school facilities that are not within the limit of the designated work area. Contractor will establish and communicate these designated work areas to its subcontractors through various stages of construction schedule (see Section 003118, Part 9.01).

- 24.01 **Pressurized Testing.** Pressurized testing, if required, shall be done after-hours, or on weekends, or during summer, spring or winter breaks, or after confirmation by G.C. and upon acceptance by Garland ISD that occupied areas are not impacted, directly or indirectly, due to the testing.
- 25.01 **Work Over Occupied Areas.** No roofing work, regardless of the extent, is to be done over an occupied area. No other work will be allowed over an occupied area if it requires access to the roof. This includes, but is not limited to coring, drilling or installation of electrical and plumbing pipe. Roof blocking, curb construction or reconstruction, flashing etc. fall into this category also. The intent is to restrict the activity that may cause a hazard to the occupants below. Inspections and maintenance activity are allowed as long as it does not involve significant work that might fall into the realm of the aforementioned hazard. For example, maintenance or warranty work that would require changing of a piece of equipment would not be allowed. Similar activity that would require a workman to access the roof and make adjustments or change a small blower motor would be allowed.
- 26.01 **Phased Projects.** If the school buildings will be in use during construction, the Work shall be conducted in phases as proposed in the phasing drawing(s). Contractor will provide temporary classroom buildings for swing space, per the requirements indicated in this Section and in Section 01 5214.

Refer to phasing plans for sequencing of work for the new construction and bid the project accordingly.

Attachment D
Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students”-The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

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

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Title

Date



SECTION A. GENERAL INFORMATION

Contract P.O.#: _____

TEA/ORG. #: _____

School Name: _____

Contractor Name: _____

Contractor Person In-Charge: _____

Name of Garland ISD Assigned Employee: _____

SECTION B. PRE-WORK NOTIFICATION:

Date of **Scheduled** Work: _____

Time **Scheduled** From _____ To _____

Hours of **Scheduled** Work _____

Contractor Person-In-Charge Signature: _____ **Date:** _____

Garland ISD Project Manager Approval : _____ **Date:** _____

SECTION C. POST-WORK CERTIFICATION:

Date of **Actual** Work _____

Time **Actually** worked From _____ To _____

Hours of **Actual** Work _____

Contractor Person-In-Charge Signature: _____ **Date:** _____

Garland ISD Assigned Employee Signature: _____ **Date:** _____

PROCESS FOR PRE-WORK NOTIFICATION AND POST-WORK CERTIFICATION:

- Step 1. At least two (2) working days prior to scheduled access, Contractor shall fill out Sections A & B, sign Section B, and fax the form to Project Manager who will obtain Garland ISD Project Manager Approval. Garland ISD Project Manager will ensure funds are budgeted. Contractor shall coordinate with the assigned District employee.
- Step 2. Contractor and assigned employee from Garland ISD will meet at main entry of building at the scheduled start time.
- Step 3. Upon completion of the scheduled day(s)'s work, Contractor shall complete Section C on the same form; Contractor and the assigned GISD employee shall sign Section C; and Contractor shall fax the completed form, no later than one (1) Business day after execution of work, (all sections completed and signed off) to the PM, Construction Services, Attention: **XXXXXX** at **972.XXX.XXX**; cc: **_____** Please use a cover sheet for this step, which shows your name and contact number.
- Step 4. Contractor shall submit copies of completed and fully executed form(s) for a given month, with the respective Application for payment on a monthly basis.
- Step 5. **Garland ISD shall make payment to the assigned employee(s)** based on the standard compensation procedures for Garland ISD in accordance with the "Fair Labor Standards" Act, and back-charge to the Contractor, through a deductive change order.
 - Contractor must notify Garland ISD Custodial services if unable to work on the pre-arranged date.
 - In case of work being cancelled for some reason, Contractor shall fill out the actual hours in Section C as "0" and fax the form to Construction Services and Program Management Firm.

Contractor must notify Garland ISD Custodial services if unable to work on the pre-arranged date, 24 hours in advance In case of work being cancelled for some reason, Contractor shall fill out the actual hours in Section C as "0" and fax the form to Custodial services and the Garland ISD PM.

SECTION 00 41 10 – OVERALL PROPOSAL PACKAGING CHECKLIST, 1 PAGE.

1.01 Proposers are to package all submittal information as follows. Documents should be unbound with tabs for each section of the proposal form. Do not spiral or GBC bind the documents. A complete original including price proposal and one complete copy of the original (except for the pricing proposal) with complete duplicate copies on each of 3 labeled flash drives including the Safety Manuals. The original and hard copy of the Safety Manual may be tabbed and put in 3-ring binders.

2.01 The Proposal response shall be labeled as follows:

Proposal for CSP# 499-04-16

**IT Director's Office Renovation Org #926 –
Technology Building**

Due DATE, August 25, 2016 at 10:00 AM

3.01 The Proposal shall contain completed Specification Sections

- 00 21 13 Confidentiality Statement
 - Exhibit A- Schedule O-Affidavit of Insurance
- 00 41 11 Proposal Form – Base Bid (with all addenda acknowledged)
- 00 41 12 Proposal Form – Alternates and Unit Pricing
- 00 41 13 Technical Proposal-(Answer all questions and provide requested information in order for evaluation)
- 00 43 13 Proposal Guarantee Bond Form, if applicable.
- 00 45 20 Certificate of Non-Discrimination (Schedule 1)
- 00 45 21 Felony Conviction Notice (Schedule 2)
- 00 45 22 Notification of Hazardous Materials Affidavit Form (Schedule 3)
- 00 45 24 Conflict of Interest Questionnaire (CIQ) (Schedule 4)
- 00 45 25 Non-Collusion Form (Schedule 5)
- 00 45 26 Debarment Form and Felony Conviction Form (Schedule 6) Proposer is to submit only one (1) original of the Proposal Form - Base Proposal, and the Proposal Form – Alternates and Unit Pricing. All other items of the proposal to be submitted with one (1) original and one (1) complete identical hard copy. Three (3) complete, identical proposal copy should be on flash drives labeled with the firm's name and CSP#. Each copy (paper and flash drives) will be a complete duplicate including the safety plan.

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL, 6 PAGES.

Name of Contractor	
---------------------------	--

**COMPETITIVE SEALED PROPOSAL
to
GARLAND INDEPENDENT SCHOOL DISTRICT
FOR THE FOLLOWING WORK:**

PART 1. General Information

CSP# 499-04-16; IT Director's Office, consisting of improvements to:

ORG #	PROJECT NAME	PROJECT TYPE	ADDRESS
926	IT Director's Office	Renovation	GISD Technology Building

PART 2. Proposal Form

2.1 Agreement of Proposal Submittal

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal, and the Proposal is made without collusion with any other entity.

The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, weighting/scoring system, estimated budget, Specifications, and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions, and classes of materials for the proposed Work and agrees to provide all necessary labor, materials, plant and equipment, machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of Garland ISD's designated representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the General Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

2.2 Addenda

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal. Proposer is to fill in the Addenda # and date and initial in the box to show receipt.

CSP #499-04-16, IT Director's Office

Addendum No.	Addendum No.	Addendum No.	Addendum No.
Addendum Date	Addendum Date	Addendum Date	Addendum Date

2.3 Withdrawal of Proposals

A Proposal may be withdrawn only upon written request by the proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of Proposals and prior to the time fixed for the opening of Proposals.

No Proposal may be withdrawn after the time fixed for the opening of Proposals for a period of 90 days.

2.4 Award of Contract

The proposer to whom the award of a Contract is made will be promptly notified following Board action. If a proposer, (a) withdraws his Proposal within 90 days after the date and time fixed for the opening of Proposals in the Advertisement for Proposals, or, (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, and certification of required insurance upon the execution of the Agreement, the Owner may award the Work to another proposer or may re-solicit the contract. The Proposal Bond is forfeited if Proposal is withdrawn after the Proposal opening, or Contract Documents are not executed in accordance with the above requirements.

The Owner reserves the right to reject any or all Proposals and to waive any irregularities in any Proposal received. The Owner further reserves the right to award the Contract in the best interest of the District. Award will be per published criteria and weights. Price is only one of those factors of the evaluation criteria; therefore, awards may be made to other than the low dollar proposer.

2.5 Notice To Proceed (NTP) and Notice of Intent to Award (NIA)

The Contractor shall not commence the Work under this Contract until execution of the Notice to Proceed (NTP) duly signed by Garland ISD's designated representative.

The Contractor shall acknowledge that a Notice of Intent to Award (NIA) may be issued at the Owner's discretion. The purpose of the NIA is to expedite pre-construction activities. Upon receipt of the duly signed NIA, the Contractor shall promptly proceed with the activities listed and authorized by the NIA.

2.6 Collusion, Litigation, Default, Competency

By completing and submitting a Proposal, the proposer agrees to comply with the requirements of the following paragraph. A proposer who subsequently does not agree to comply with these requirements may be disqualified. The responses to the items of the Contractor's Qualification Statement will be used in evaluation of the Proposals on the project.

Proposers may be disqualified and their proposals not considered for any of the following specific reasons:

1. Reason for believing collusion exists among proposers.
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated.
3. The proposer is involved in any litigation against the Board.
4. The proposer is in arrears on any existing contract with Garland ISD or has defaulted on a previous contract with Garland ISD.
5. Lack of competency as revealed by the financial statement, experience and equipment questionnaires, or omission of required proposal submittals.
6. Uncompleted work which, in the judgment of the Board, will prevent or hinder the prompt completion of this Work, if awarded.
7. Other information or circumstances that establish reasonable grounds for belief that the proposer is not a "responsible proposer."

By entering into a contract with Garland ISD, the proposer agrees that (1) Work on the project will begin upon receipt of the Notice to Proceed, (2) Contractor will participate as a team member in cooperation with the Project Manager (PM)/Owner and Architect/Engineer (A/E) firm. (3) The Work will not interfere with normal instructional and learning programs of the school, (4) The Contractor will assign a full time competent superintendent for the project. Supervision is needed at each school in the bid package and that same supervisor(s) shall remain for the duration of the contract, contingent upon that person's continued employment with the Contractor, (5) The Contractor will furnish and pay for the Proposal, Performance, and Payment Bonds.

- Projects over \$25,000 and up to and including \$100,000: Payment Bond is required.
- Projects over \$100,000: Proposal, Performance and Payment Bonds are required.

2.7 Ultimate Corporate Ownership

Is proposer a corporation? Check One, Yes____No____

Proposer's name and address of principal place of business:

Ultimate parent company or majority owner's name and address of principal place of business:

2.8 Contractor's Price (40 Points out of 100 Possible Points in the Selective Criteria)

Total amount for the performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents, Drawings, and Specifications;

(Base Amount shall be shown in both words and numbers; in the event of discrepancies, the words will govern.)

<p>A. Proposer's Base Price for all schools, which includes the Allowances (if applicable) as per item 2.9 below:</p> <p style="text-align: right;">_____ \$ _____</p> <p style="text-align: right;">_____ Dollars</p>
--

2.9 Allowance Items

The following allowances are further described in Specification Section 01 21 00.

B	Allowance Description: In Contract Owner Controlled Contingency (IC)	Dollar Amount <\$ >

C	Allowance Description: Other Allowances	Dollar Amount <\$ >

2.10 Alternates

This information is to be submitted with section 00 41 12

Alt #	Org	Funding Source	School & Alternate Description	Proposer's Price

2.11 Unit Pricing

This information is to be submitted with section 00 41 12 (.)

2.12 Proposed Construction Duration

The Contractor understands that Garland ISD desires that the Project be completed on or before the duration of the contract.

The Contractor shall prepare and submit a proposed construction schedule for each of the schools in the Bid Package and present this schedule with Section 00 41 13. This schedule may be as detailed as the Proposer would like, but must have a minimum of schedule information (major construction phases, activities, and milestones) as is necessary to facilitate negotiations.

Contractor agrees to base its price on the proposed completion schedule and the phasing plan presented in the contract documents. The Contractor may, at their option, propose a project duration that is of less duration and indicate this duration in the box below. However, the duration proposed by the Contractor must be based upon the number of phases identified in the contract documents and must not be predicated upon the use of additional temporary swing space other than the swing space identified in the contract documents. Contract documents identify the number of existing classrooms or temporary portable buildings available to the contractor for swing space.

Note: Contractors may, as a Cost Saving Recommendation, offer for Garland ISD's consideration, an alternative plan, which may alter the duration in the contract documents. However, any such proposal must be presented as a Cost Saving Recommendation in the Technical Proposal – Part B (Section 00 41 13). The contractor must clearly identify the alternative work schedule, alternative duration and alternative base price. The evaluation committee will evaluate alternative plans and schedule and determine if the plans may benefit Garland ISD.

School Org #	School Name	Owner's Expected Substantial Completion Date	Proposer's Proposed Substantial Completion Date
926	GISD Technology Building	TBD	TBD

2.13 Discrepancy in Pricing

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Bids written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Bid. If errors in multiplication or Addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

2.14 Liquidated Damages

Time is of the essence in all Phases of the Work. It is specifically understood and agreed by and between Garland ISD and Contractor that time is of the essence in the substantial completion of the Project.

The Contractor acknowledges and recognizes that Garland ISD is entitled to full and beneficial occupancy and use of the completed work immediately following expiration of the Contract time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, Garland ISD and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to any proper extension granted by Garland ISD, then Contractor agrees to pay to Garland ISD the following sum(s) for each day in which such Work is not substantially completed, not as a penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Garland ISD as a result of delay for each and every calendar day that the Contractor shall have failed to have substantially completed the Work as required herein.

Actual damages for any delay in completion of the work being impossible of determination, the Contractor and their Sureties shall be liable for, and shall pay to the Owner \$500.00 per day as fixed and agreed upon liquidated damages for each calendar day of the delay according to the completion dates, per location, until the work is completed and accepted by the Owner.

PART 3. Execution

3.01 Proposal Form Execution

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

(Corporation, Partnership, etc.) is organized under the laws of the State of _____.

Firm: _____

By: _____

Title: _____

Legal Address: _____

Date _____

Affix Corporation Seal here (if applicable)

SECTION 00 41 12 – PROPOSAL FORM – ALTERNATES AND UNIT PRICING, 2 PAGES.

Name of Contractor	
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**COMPETITIVE SEALED PROPOSAL
to
GARLAND INDEPENDENT SCHOOL DISTRICT**

FOR THE FOLLOWING WORK:

PART 1. General Information

CSP# 499-04-16; IT Director's Office, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
926	IT Director's Office	Renovation	GISD Technology Building

PART 2. Proposal Form

2.1 Through 2.9

Refer to Specification Section 00 4111.

2.10 Alternate Price Items

The Contractor proposes the following sums as **additions to** or **deductions from** the Base Price amount for alternates. Failure to quote every item will cause the entire Proposal to may be considered non-responsive. If there is no cost change in the alternate(s) pricing, the Contractor should enter "\$0.00" as the price for the alternate. Do not make an entry of N/A.
All Alternates must be priced. Alternates are not listed in the order of preference.

No.	Alternate Description	Proposer's Add Price	Proposer's Deduct Price
001	ALTERNATE 1. XXXXXXXX Fund Package XXXXX		
002	ALTERNATE 2.		

2.11 Unit Prices

The Contractor proposes the following all-inclusive unit prices for the items/tasks. Failure to provide unit pricing for each item may result in the Proposal being deemed as non-responsive. Do not make an entry of N/A. All unit prices must be priced. Unit prices are not listed in order of preference.

No.	Unit Price Item	Unit of measure	Proposer's Unit Price
			\$
			\$
			\$
			\$
			\$
			\$

2.12 through 2.14

Refer to Specification Section 00 41 11.

PART 3. Execution

3.01 Proposal Form Execution (Part 1A)

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

(Corporation, Partnership, etc.) is organized under the laws of the State of _____. Firm: _

By: _____

Title: _____

Legal Address: _____

Date: _____ Affix Corporation Seal here (if applicable)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM, 8 PAGES.

Name of Contractor	
---------------------------	--

**COMPETITIVE SEALED PROPOSAL
to
GARLAND INDEPENDENT SCHOOL DISTRICT**

PART A. GENERAL

1.01 Contractor Firm Information

Contractor's Firm Name (Legal Name)	
Contractor's Point of Contact with Signature Authority	
Street Address	
Phone and Fax Number	
Point of Contact Email Address	
Type of Business: ____ Corporation, ____ Partnership, ____ Sole proprietorship, ____ Joint Venture	
State of Incorporation	
DUN & BRADSTREET NUMBER:	
In continuous business since (Date of Incorporation/ Years in Business):	
List other fully staffed offices or fully staffed branch offices of your organization:	
<u>Name</u>	<u>Branch Manager</u> <u>Telephone Number</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
List other fully staffed offices or fully staffed branch offices of your organization:	
<u>Name</u>	<u>Branch Manager</u> <u>Telephone Number</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
Check box(es) corresponding to the nature of your business: ___ Large Business (100 or more employees) ___ Small Business (fewer than 100 employees) ___ Minority Owned Business; Certified with _____ (provide certificate copy) ___ ___ Women Owned Business; Certified with _____ (provide certificate copy) ___ ___ Other (Define) _____ (provide copy of certificate)	
Has your organization ever defaulted or failed to complete any work awarded? ___ Yes ___ No If yes, stipulate where and why:	
Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? ___ Yes ___ No If yes, stipulate where and why:	

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
---------------------------	--

PART B. TECHNICAL PROPOSAL

This section is to be read in coordination with Section 002113 Evaluation Criteria

The Contractor is requested to submit a complete response to each of the items listed in this technical proposal form. If the question is not applicable, please provide a response after each question or section with: “N/A” (which indicates “not applicable to this project”) Responses requiring additional space should be brief and submitted as an attachment to this section.

2. Quality and Reputation of Contractor (33 Points out of 100 Possible Points in the Evaluation Criteria)

2 a. References, Past Experience, Project Role, and Litigation (20 Points of the 33 points Possible under Quality and Reputation of Contractor)

➤ **References**

- Proposer will provide three (3) references with most updated contact information. (References shall be from Owner and/or Architect who directly oversaw the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed. **Contractor should ensure availability of the references after bid opening.**

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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Proposer should copy this form for use to submit References

Table 1: Project Reference Information

Project No. _____ :

Owner / Name and Location of Project:	
Type of Project: (Renovation, Remodeling, Addition, New Construction?)	
Square Footage	
Role (Prime GC, Sub-contractor, Joint Venture (JV), etc.)	
Procurement Method: (Competitive Bidding, CSP, CM at Risk, Other)	
Type of Contract: (Lump Sum, Cost Plus, T&M, other)	
Contract Amount: (at time of award)	
Final Contract Amount: (If in progress, contract amount to date)	
Contract Time: (at time of award)	
Percent Complete:	
Projected/Actual Completion Date:	
If completed, was the project completed on time? If in progress, is the project on schedule?	
What kind of delays occurred?	
Did Contractor operate in a safe manner? Was safety a priority to the Contractor?	
Reporting Tools used: (Daily reports, weekly reports, monthly reports)	
Superintendent's Name: Project Manager's Name:	
Owner* or Appropriate Owner's Representative** Reference Contact Name/Telephone-Facsimile/Address: *If reference is no longer employed by the Owner indicate current Employer and Title. **Program/Project Managers cannot be used as a reference from a past projects on one of their own current projects.	

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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➤ **Past Experience**

- **School Districts K-12:** Past and current experience on ISD or similar projects will be considered in scoring this section. Proposer is required to list up to five (5) Independent School District (ISD) projects in the past 2 years in addition to projects similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of building or renovation specific to the scope of work in this CSP. Past experience with Garland ISD will also be evaluated.
- Proposer to indicate role on each project (Prime GC, Sub-Contractor, Joint Venture (JV), etc.).

Table 2a: Past and Current experience on ISD projects

Provide below the Owner's Name, ISD, and Email; School Name; Construction Type; Final Construction Value; and, Contract Duration for no more than 5 completed K-12 Projects. Further Details should be included in Table 1, References for up to 3 of those listed below.

<u>OWNER/ISD and Email</u>	<u>School Name</u>	<u>Renovation, Addition, or New Construction</u>	<u>Square Footage of Project</u>	<u>Role on Project</u> (Prime, Sub-Contractor, Joint-Venture)	<u>Final Construction Contract Value</u>	<u>Contract Duration</u>

- **Commercial Projects:** Proposer must provide a list of up to five (5) projects in process and/or completed in the last 3 years. Projects older than 3 years may be submitted if similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of building or renovation specific to the scope of work in this CSP. Include Client name, email, contract value, and contract duration.
- Proposer to indicate role on each project (Prime GC, Sub-Contractor, Joint Venture (JV), etc.).

Table 2b: Commercial Projects similar in Size and Scope

<u>OWNER and Email</u>	<u>Project Name</u>	<u>Renovation, Addition, or New Construction</u>	<u>Square Footage of Project</u>	<u>Role on Project</u> (Prime, Sub-Contractor, Joint-Venture)	<u>Final Construction Contract Value</u>	<u>Contract Duration</u>

➤ **Litigation**

- Does the Proposer have any current or past litigation with an Owner organization(s).
No _____ **or Yes** _____ If yes, then complete Table 3.

Table 3: Litigation

Provide below the Date, Description, and Status of any litigation directly with an Owner organization only.

<u>Date</u>	<u>Description</u>	<u>Status</u> (Pending, Active, Closed)

2 b. Safety (13 Points of the 33 points, Criteria 2)

- A. Submit OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror for past 3 years, Table 4.

Complete the matrix for the past three (3) years, as obtained from OSHA No. 300 Log:

Table 4: Safety Matrix for Three (3) years

Table 4—Safety Matrix (2 b. A)	Year	Year	Year	Year	Current Year
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked (round to 1,000's)					

- B. Has your organization ever been denied workers' compensation insurance or denied renewal of workers compensation insurance? ___No ___Yes (If yes, then complete Table 5)

Table 5: Non-Insurance Renewal

(Provide below the date(s) of worker's compensation denial/non-renewal.)

<u>Date</u>	<u>Description</u>

C. Has your organization ever been fined by OSHA? No Yes (If yes, then complete Table 6)

Table 6: OSHA Fines
(Provide below the date(s) of OSHA fines)

<u>Date</u>	<u>Description</u>

D. Are regular project safety meetings held by Field Supervisor(s)? Yes No
If yes, frequency: Weekly Bi-Weekly Month As Needed

E. Are project safety inspections conducted? Yes No
If yes, who performs inspection? _____
How often? Weekly Bi-Weekly Month As Needed

F. Does your organization have a written safety program? Yes No (If no, then the contractor may adopt the Garland ISD Safety manual.)
If yes, the original and one (1) copy of the full safety manual should be provided in hard copy form with a PDF file marked as "Safety Manual" on each of the three (3) separate flash drives submitted, as required.

Will your organization adopt the GARLAND ISD Safety Manual? Yes No
Access the "Garland ISD Construction Minimum Safety Program Guidelines Manual":

http://www.garlandisd.net/sites/default/files/general/attach_2-00_7319-gisd_safety_guide-71_pgs.pdf

G. "Site Specific" Safety Plan: Proposer to provide a site specific Safety Plan to incorporate procedures for the Garland ISD project. For a bid package that includes more than one school, submit a site safety plan per location. Specifically, include working with students on-site.

Table 7: Safety Program

	Yes	No
Safety work practices		
Tool box safety meetings		
First aid procedures		
Accident investigation		
Fire protection		
HazCom Program		
Record keeping		
Emergency response procedures		
New worker orientation		

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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A. Does your organization have a written Drug and Alcohol policy in place? ___Yes___No

 If yes, provide a copy of the policy as an attachment.

 If no, please note when adopting the Garland ISD safety manual, the contractor is also adopting the “Drug and Alcohol Policy” included within.

B. Provide a resume of the Safety Manager.

3. Execution: (25 Points under Criteria 3)

3a. Proposed Project Team(s) and Management approach to proposed projects: (15 Points of the 25 points Possible under Criteria 3)

Please note that Garland ISD requires a full-time superintendent to be assigned to Garland ISD’s project with supervision at each individual job site while Work is in progress, contingent upon the continued employment of those personnel by the Contractor. Contractor’s staffing approach and organization must reflect this requirement. Contractor may not make any changes to these personnel assignments without the prior approval of the Project Manager/Owner.

- Proposed Project Team(s) and Management approach to proposed projects.
- Proposer to include resumes of actual staff who will be assigned to the project(s).
- *Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.*

Identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Supervisors, Cost Estimator, Scheduler, and Safety Manager, etc. by name and title and provide the following information for each. Include additional key staff, as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc., Table 8.

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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Table 8: Proposed Project Staff

Staff: Project Manager

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Full Time or Part Time (For part time Personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, etc.)	
Relevant experience with similar projects: (educational and/or renovations and/or additions as applicable)	
Years with the Organization:	

Staff: Superintendent:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Supervisor 1 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Supervisor 2 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Proposer should copy this form as needed to present information for all proposed staff.

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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2 b. Proposed Construction schedule and phasing plan: (10 Points of the 25 points, Criteria 3)

- Proposed Construction schedule and phasing plan.
- Proposer to provide detailed execution plan demonstrating a thorough understanding of the scope, and methodology in compliance with the phasing plan/information provided in the bid documents.

The Contractor's proposed schedule is a vital part of the evaluation process and sufficient information should be provided for Garland ISD to assess the Contractor's time frame, work plan and approach.

- Describe the type of software utilized to prepare the construction schedules.

3. Financial Strength: Financial status of the vendor (as rated by Dun & Bradstreet): Category Total: (2 Points of the 2 points Possible under Criteria 4)

- Proposer to indicate the number of years as a D&B member. _____
- Proposer to provide current D&B rating _____
- Proposals must include the DUNS account number and location of office.

DUNS account number _____

Complete Legal Company Name: _____
(as recorded with Dun & Bradstreet)

Location of Office _____

(This information will allow the owner to confirm that the correct reports are being used for the evaluation. Failure to provide the DUNS number will result in zero (0) points.)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	
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PART 3. TECHNICAL PROPOSAL FORM EXECUTION

3.01 Proposal Form Execution

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation or
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

(Corporation, Partnership, etc.) is organized under the laws of the State of _____.

Firm: _____

By: _____

Title: _____

Legal Address: _____

Date: _____

Affix Corporation Seal here (if applicable)

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND, 2 PAGES

Name of Contractor	
---------------------------	--

KNOW ALL MEN BY THESE PRESENTS, THAT we _____ as Principal, and _____ as Surety, are held and firmly bound unto the Board of Trustees, Garland Independent School District, Garland, Dallas County, Texas, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Competitive Sealed Proposal, dated _____, 20____, being for the construction of _____ with appurtenances thereto, at Garland, Dallas County, Texas, the kind and extent of work involved being set forth in detail in the proposed Contract Documents;

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such proposal, and give such bond or bonds as may be specified in the proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This Proposal Guarantee Bond applies to all contracts in excess of \$100,000 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.

This Proposal Guarantee Bond must be payable to the awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.

Surety must be corporate surety duly authorized to do business in Texas.

This Proposal Guarantee Bond must be equal to 5% of the full amount of the contract which it secures. Power of Attorney from Corporate Surety should be attached to this Proposal Guarantee Bond.

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND

Name of Contractor	
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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Business Address)

(Individual Principal)

(Business Address)

(Corporate Principal)

ATTEST:

Secretary

President

Business Address

Corporate Surety

ATTEST: _____

BY: _____

Prevailing Wage Rate Determination Information

"In accordance with Government Code, Section 2258.022, Garland ISD is using option (2) of the code which allows the use of the prevailing Davis-Bacon wage rates. This project is not federally funded and, therefore, does not require submission of payroll documents; however, the Garland ISD reserves the right to review said documents as needed."

General Decision Number: TX150291 12/11/2015 TX291

Superseded General Decision Number: TX20140291

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015
2	03/06/2015
3	12/11/2015

ASBE0021-011 05/01/2013

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 21.52	7.15
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BOIL0074-003 01/01/2014

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 23.14	21.55
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CARP1421-002 04/01/2014

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....	\$ 25.30	8.30
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ELEV0021-006 01/01/2015

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 37.33	28.385
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FOOTNOTES: a - A. 6% under 5 years based on regular hourly Rate for all hours worked. 8% over 5 years based on Regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

 ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

 * IRON0263-005 06/01/2015

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.00	6.55

 PLUM0100-005 07/01/2013

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 26.88	8.83
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 26.88	8.83

 SUTX2014-017 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13	2.97
CAULKER.....	\$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16

ELECTRICIAN (Communication Technician Only).....	\$ 16.40	2.87
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound And Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32	0.00
GLAZIER.....	\$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26	0.00
INSTALLER - SIGN.....	\$ 15.61	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.24	0.00
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64	0.00
LABORER: Pipe layer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 14.50	0.00
LABORER: Roof Tear off.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.23
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Track hoe.....	\$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 13.00	0.50
OPERATOR: Forklift.....	\$ 13.38	0.81

OPERATOR: Grader/Blade.....	\$ 13.05	0.00
OPERATOR: Loader.....	\$ 14.02	1.82
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding Dry walling/Taping).....	\$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.28	3.04
PLASTERER.....	\$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.70	5.65
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.25	15.55
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * An existing published wage determination
- * A survey underlying a wage determination
- * A Wage and Hour Division letter setting forth a position on a wage determination matter
- * A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) Should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SCHEDULE 1
GARLAND INDEPENDENT SCHOOL DISTRICT

CERTIFICATE OF NON-DISCRIMINATION

Name of Contractor	
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In connection with the execution of this Contract, the Contractor shall fully comply with the District non- discrimination requirement cited below.

"The Garland Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

By the signing of this Certificate, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities.** A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11."

By:	Signature:
_____ (PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)	_____ (CONTRACTOR REPRESENTATIVE SIGNATURE)
Date:	Contractor:
_____	_____

SCHEDULE 2

Name of Contractor	
Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”	
Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”	
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION	

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (printed): _____

DATE: _____, _____

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: _____

SCHEDULE 3

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority on this day personally appeared _____, known to me to be the person whose name is subscribed below, who, on oath stated:

“As the appropriate official of the company, contractor, or subcontractor submitting this affidavit in conjunction with a bid submitted to the Garland Independent School District, I acknowledge that this company, contractor, or subcontractor has been notified that copies of the Asbestos Hazard Emergency Response Act (AHERA) for the school(s) where such company, contractor or subcontractor has contracted to perform work are available at the individual school library and at the Professional Library at the Garland Independent School District, 501 S. Jupiter, Garland, Texas. I understand that it is our responsibility to familiarize ourselves with such plans and that it is our responsibility to inform every worker that we use on this project as to the availability of these plans.

We also acknowledge that we will be required to obtain written clearance from the Garland Independent School District, Bureau of Hazardous Materials Management, prior to executing any work on this project.”

Name of Company

Signature: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

Sworn to and subscribed before me at Dallas, Texas this the _____ day of _____, 20_____, A.D.

Notary Public in and for Dallas County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

PAGES

SCHEDULE 4/SECTION:00 4524

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated, completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Each employment or other business relationship with the local government officer, or a family member of the Describe officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

SCHEDULE 5

NON-COLLUSION OFFER FORM

TO: Garland ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with Garland ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFCS document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Garland ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Garland ISD's Purchasing personnel; or in any discussions or actions between offer/offerors and any Garland ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____ acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____

Street Address

Name: _____
Please Print

City _____ State _____ Zip _____

Title: _____
Please Print

Phone #: _____

E-mail: _____

Fax #: _____

SS or Fed ID #: _____

THIS PAGE MUST BE RETURNED WITH THE RFCSP

SCHEDULE 6

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
- (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

(Refer Section 00 31 18 School Operations Parameters Statement)

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR:_____DATE:_____

PRINTED/TYPED NAME OF OFFEROR:_____

COMPANY NAME:_____TEL#:_____

SCHEDULE 7, 1 PAGE

HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and hold harmless, Garland Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for:

Project Name:_____

Designated as Bid No. **CSP#**_____.

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

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

DATED this ____ day of _____, 2016.

CONTRACTOR

By: _____

Name

Title

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, a Texas _____, on behalf of said _____

Notary Public, State of Texas

SCHEDULE 8
CH and CV Local
Delegation of Authority

SCHEDULE 8a

PURCHASING AND ACQUISITION CH (LOCAL)

PURCHASING AUTHORITY	The Board delegates to the Superintendent or purchasing director the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs, in the aggregate, \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
EXCEPTIONS	<p>Renewal of contracts shall not require Board approval unless material changes occur after the initial approval.</p> <p>The Board delegates to the Superintendent or purchasing director authority to accept or reject all bids and proposals for the purchase of food items.</p> <p>A purchase utilizing an Interlocal contract, or a cooperative or state purchasing program approved by the Board, shall be approved by the Superintendent or purchasing director.</p>
PURCHASING METHOD	The Board delegates to the Superintendent or purchasing director the authority to determine the method of purchasing in accordance with CH(LEGAL).
COMPETITIVE BIDDING	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or purchasing director shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids.</p>
COMPETITIVE SEALED PROPOSALS	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent or purchasing director shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals.</p>
UNSEALED COMPETITIVE PROPOSALS	A request for proposals may also be used as a procurement option to generate an unsealed competitive proposal. In this instance, the District may open the proposal upon receipt and begin the negotiation process for the goods or services. Results of such negotiations shall be made public after the contract has been awarded.
ELECTRONIC BIDS OR PROPOSALS	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the

identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

The Board authorizes the use of Oracle iSourcing to transmit and receive electronic bids and proposals.

RESPONSIBILITY FOR DEBTS

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASE COMMITMENTS

All purchase commitments shall be made by the Superintendent or purchasing director in accordance with administrative procedures, including the District's purchasing procedures.

PERSONAL PURCHASES

District employees shall not be permitted to make purchases for personal use through the District's business office.

HISTORICALLY UNDER-UTILIZED BUSINESS PROGRAM

The Board supports a historically under-utilized business program that ensures that the District will promote and encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of all goods and services, including all construction services. The Superintendent and/or staff shall implement a business program to ensure that small, women-owned, and minority businesses are informed of current and future purchasing activities and that goals of this program are achieved.

IMPLEMENTATION

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

DEFINITIONS

For the purpose of this action plan:

"Small business" is defined as a concern that is independently owned and operated and that is not dominant in its field of operation. The business employs fewer than 50 employees and/or has less than \$3 million in annual business volume from this local operation.

"Minority business" is a business concern that is at least 51 percent owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. "Minority individuals" means residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, Pacific Islanders, and other individuals found to be economically and socially disadvantaged by the Small Business Administration under section (a) of the Small Business Act.

"Women business enterprise" means a business concern that follows the same guidelines as a minority business enterprise but that is owned by women.

"Certification." Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by either the state of Texas or the North Central Texas Regional Certification Agency.

SCHEDULE 8b

FACILITES CONSTRUCTION CV (LOCAL)

COMPLIANCE WITH LAW

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

CONSTRUCTION CONTRACTS

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series]

For construction contracts valued at or above \$75,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH]

CHANGE ORDERS

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

A change order may involve an extra amount of funds due to the contractor, a credit due to the District, or a change requiring no additional funds in the contractual agreement. Funding for change orders shall be provided from a general contingency fund that is approved for each project.

CONSTRUCTION CONTINGENCY FUNDS

Construction contingency funds shall be provided for the correction of design errors or omissions, the implementation of minor functional changes, the initiation of changes that create a betterment of the design, the rectification of concealed conditions, and the adjustment of construction due to delays caused by changes in the availability of materials due to strikes, natural disasters, and the like. Contingency funds are obligated through the issuance of contract change orders.

A contingency fund shall be established for all capital projects. The contingency fund for projects that include only new construction shall be two percent of the final estimated project cost. On projects that include substantial renovation of an existing building, the amount of the contingency fund shall be based on the complexity and extent of the renovation. When circumstances dictate that a higher percentage of contingency will be necessary for a project, the administration shall submit a recommendation to the Board at the time the project is submitted for final approval. Any increase of contingency funds following the award of a construction project shall be approved by the Board.

CHANGE ORDER PROCEDURES

The following guidelines have been established by the Board for the District to implement change orders:

In accordance with Board policy and approval of the contingency fund for the project, the administration shall be authorized to approve change orders and payments.

Change orders to initiate work covered by a specific purpose allowance may be authorized by the administration.

Change orders of an emergency nature, where there is a construction budget for such funds, shall be authorized by the administration up to an amount required to eliminate the emergency condition. The change orders of an emergency nature shall be submitted to the Board for ratification.

PROJECT
ADMINISTRATION

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and shall also provide information to the general public.

FINAL
PAYMENT

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board or the Board's designee has accepted the work.

CONSTRUCTION
ALLOWANCES

Specific purpose allowances are funds designated in contract specifications for special equipment, repairs, furnishings, and the like that may not be finally determined at the time of the contract signing. The estimated allowances shall become a part of the bid by the contractor and shall be approved by the Board when a contract is awarded. Any unused funds shall revert to the District by an approved change order.

SCHEDULE 9, 2 PAGES.

HISTORICALLY UNDER-UTILIZED BUSINESS PROGRAM

The Board supports a historically under-utilized business program that ensures that the District will promote and encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of all goods and services, including all construction services. The Superintendent and/or staff shall implement a business program to ensure that small, women-owned, and minority businesses are informed of current and future purchasing activities and that goals of this program are achieved.

IMPLEMENTATION

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

DEFINITIONS

For the purpose of this action plan:

- “Small business” is defined as a concern that is independently owned and operated and that is not dominant in its field of operation. The business employs fewer than 50 employees and/or has less than \$3 million in annual business volume from this local operation.
- “Minority business” is a business concern that is at least 51 percent owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. “Minority individuals” means residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, Pacific Islanders, and other individuals found to be economically and socially disadvantaged by the Small Business Administration under section (a) of the Small Business Act.
- “Women business enterprise” means a business concern that follows the same guidelines as a minority business enterprise but that is owned by women.
- “Certification.” Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by either the state of Texas or the North Central Texas Regional Certification Agency.

REPORTING

Although a HUB participation goal is not in place, GISD would like to record the participation achieved by the Contractor or vendor providing services to GISD. Attached to Schedule 9 is a ‘Sub-contractor Listing and Utilization Form’ to document the HUB participation. The document shall reflect the number of HUBs contacted for pricing and shall be submitted within eight (8) calendar days after the proposals are due. **This form shall be presented to the Board of Trustees with the contract recommendation.**

Schedule 10, 2 pages

Debarment Certificate

U.S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

- 1. By signing and submitting the form, the prospective lower tier participant is providing certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

SCHEDULE 11

CERTIFICATE OF INTERESTED PARTIES

Upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016 by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

SECTION 00 55 00 – NOTICE TO PROCEED FORM, 2 PAGES.

Name of Contractor	
---------------------------	--

The following form will be used by the District as a formal notice to proceed with pre-construction and construction activities, respectively.

The "Notice to Proceed" is the authorization to proceed with the work in accordance with said Construction Contract and the Contract Documents. This form shall be executed after issuance of the executed contract and purchase order.



NOTICE TO PROCEED

Date

TO: Architect Firm/Vendor Name

PROJECT: CSP# 499-04-16
ORG# 926 Technology Building

SCOPE: ORG# 296 Technology Building

SERVICES: IT Director's Office, CSP# 499-04-16, dated **XX/XX/XXXX**

OWNER: GARLAND INDEPENDENT SCHOOL DISTRICT

This document and the date indicated above serve as your authorization to proceed from the Garland ISD for the above mentioned project(s). A duly executed copy of the associated Agreement (**Addendum # XX, Dated mm /dd/yyyy**) and corresponding purchase order will be sent under separate cover.

Total Contract Amount Not to Exceed / Lump sum: \$XXXX

The Project Manager assigned to manage this work is Stoney Crump, 972-487-4144,
SDCrump@garlandisd.net

We look forward to working with you and your staff.

By:

Mark A. Booker
Director, Purchasing

Cc: Stoney D. Crump
File#

BOND NO. _____

TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)

THE STATE OF TEXAS) COUNTY OF GARLAND)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(herein after called the Principal), as Principal, and

(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Garland Independent School District, (hereinafter called the Obligee), in the amount of

\$ _____
(Numeric)

(_____)
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ of _____, 20____, generally described as:

(List Project Description from Agreement)

to do and perform certain construction work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall faithfully perform all of the work in accordance with the plans, specifications, general conditions and contract documents, and shall faithfully perform each, every and all other obligations incumbent upon him under the terms of said written contract referred to, and shall fully indemnify and save harmless the Obligee from all costs, expense and damage which it may suffer or incur because of Principal's default, or failure so to do, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Performance Bond Continued On Page 2)

BOND NO. _____

(Performance Bond Continued From Page 1)

In the event Principal shall default in the faithful performance of the work called for by said written contract, plans, specifications and contract documents, the Surety shall within 15 days of the determination of default (determined as provided in said contract, general conditions and contract documents) take over and assume completion of said contract, or within such 15 day period make other arrangements satisfactory with the Oblige for completion of the contract, and said Surety shall become entitled thereupon to the payment or benefit of the balance of the contract price as the same matures according to its terms.

The Surety, for the protection of the Oblige herein, waives notice of, and hereby consents to any subsequent modification or alteration both in the work to be performed by the Principal, and the consequent price or sums to be paid by the Oblige, as well as any other change, or amendment, addition or deletion in the contract documents during the progress of the work, including but not limited to all extensions of time or other indulgences permitted the Principal.

Notwithstanding any other provision; the liability of the Surety on this bond shall never exceed the penal sum stated in first paragraph.

This Performance Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of the Legislature, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. This bond and all of the provisions herein contained shall be solely for the protection of the named Oblige which has awarded the contract referred to.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ Day of _____, 20_____

PRINCIPAL _____ (Seal)
(Name of Company)

Witness:

_____ (Seal)
(If Individual or Firm)

Attest: _____ (Seal)

_____ (Seal)
(If Corporation)

SURETY _____ (Seal)
(Name of Company)

By: _____
Attorney-In-Fact

(Performance Bond Continued on Page 3)

BOND NO. _____

(Performance Bond Continued From Page 2)

NOTE:

- 1) This Performance Bond applies to all contracts in excess of \$100,000 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.
- 2) This bond must be payable to the awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- 3) This bond must be furnished before any work is commenced.
- 4) Surety must be a corporate surety duly authorized to do business in Texas.
- 5) This PERFORMANCE BOND must be in the full amount of the contract which it secures.
- 6) Power of Attorney from Corporate Surety must be attached to this Performance Bond.

THIS AREA FOR DISTRICT USE ONLY

NOTES: _____

Reviewed by Obligee:
Garland Independent School District

By _____
Risk Management

BOND NO. _____

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(herein after called the Principal), as Principal, and

(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Garland Independent School District, (hereinafter called the Obligee), in the amount of

\$ _____
(Numeric)

(_____)
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ of _____, 20____, generally described as:

(List Project Description from Agreement)

to do and perform certain construction work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this Obligation is such that if the Principal shall promptly make payment to all claimants supplying labor and material (as hereafter defined) in the prosecution of the work provided for in said contract, the related plans, specifications, general conditions and other contract documents, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Payment Bond Continued On Page 2)

BOND NO. _____

(Payment Bond Continued From Page 1)

This Payment Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of the Legislature, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. The claimants referred to in this bond are those defined by such Chapter 2253, and this bond shall be solely for the protection of all such claimants supplying labor and material as defined in such Chapter, in the prosecution of the work provided for in said contract, and shall be for the use of each such claimant and none other.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ day of _____, 20_____

PRINCIPAL _____ (Seal)
(Name of Company)

Witness:

_____ (Seal)
(If Individual or Firm)

Attest: _____ (Seal)

_____ (Seal)
(If Corporation)

SURETY _____ (Seal)
(Name of Company)

By: _____
Attorney-In-Fact

(Payment Bond Continued On Page 3)

BOND NO. _____

(Payment Bond Continued From Page 2)

NOTE:

- (1) This Payment Bond to contracts in excess of \$25,000 involving a contract for construction, alteration or repair of any public building, or the completion or prosecution of any public work.
- (2) This bond must be payable to the governmental awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- (3) This bond must be furnished before any work is commenced.
- (4) Surety must be a corporate surety duly authorized to do business in Texas.
- (5) This PAYMENT BOND must be in the FULL amount of the contract.
- (6) Power of Attorney from Corporate Surety should be attached to this Payment Bond.

THIS AREA FOR DISTRICT USE ONLY

NOTES: _____

Reviewed by Obligee:
Garland Independent School District

By _____
Risk Management

SECTION 01 10 00 – SUMMARY OF WORK, 3 PAGES.

PART 1 - GENERAL

1.1 Related Documents

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 Summary

A. Section includes:

1. Project information
2. Work covered by Contract Documents
3. Phased construction
4. Access to site
5. Coordination with occupants
6. Work restrictions

B. Related Sections:

1. Division 00 Section 00 31 00 Available Project Information
2. Division 00 Section 00 31 18 School Operations Parameters Statement
3. Division 01 Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities
4. Division 01 Section 01 52 14 "Temporary Facilities for Students" for specifications and procedures regarding the use of temporary swing space that the Contractor may furnish and install to accommodate the Work

1.3 Project Information

- A. Refer to Section 00 31 00

1.4 Scope of Work. The Work consists of: The addition of an office for the GISD IT Director at the Technology Building in Garland, Texas.

1.5 Multiple Project Site Representation for Bid Packages. If multiple project sites are identified in the Work, the contractor shall employ and designate one qualified full-time Superintendent who shall oversee the performance on each individual project site within the bid package, for the duration of the project. Any deviation from this will need to be approved by GISD and the Project Manager.

1.6 Schedule of Values for Bid Packages. If multiple project sites are identified in the Work, the contractor shall provide one Schedule of Values for each project site attached to each application for payment. In addition, each school site shall have a separate schedule of values in 2004 CSI format for Renovation Work and for Addition Work, identifying the labor and material components separately.

1.7 Concurrent Construction for Bid Packages. Work (additions and renovations) at each school site will be performed concurrently with the other school sites unless otherwise indicated by GISD.

1.8 Phasing. Since the school buildings will be in use during construction, the Work shall be conducted in such a manner as to not interrupt or disturb school activities. **FOR BIDDING PURPOSE, UTILIZE THE PHASING PLANS PER THE DRAWINGS FOR THIS PROPOSAL.**

THE CONTRACTOR MAY SUBMIT AN ALTERNATE PHASING PLAN IN RESPONSE TO QUESTION 4B OF THE TECHNICAL PROPOSAL. AGAIN, FOR BIDDING PURPOSE, UTILIZE THE PHASING PLANS PER THE DRAWINGS FOR THIS PROPOSAL.

- A. Temporary classroom space (Swing Space) if needed, **shall be provided by the**

Contractor.

The Contractor will be responsible for all associated planning, permitting, scheduling, installation, removal, site restoration, coordination and costs associated with providing temporary space for classrooms. Temporary classroom space will be in accordance with Section 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS.

- B. The Contractor may submit, as part of the proposal, optional phasing plans that can potentially save the District time and money.
- C. Some work may need to be performed after normal school operating hours, nights and weekends.
A GISD representative must be present at the school during times that the Contractor is working at the school site. The Owner will incur overtime costs for GISD staff presence at the school site outside normal hours of school operation, including weekends and holidays. Such overtime costs incurred will be the financial responsibility of the General Contractor and will be credited to the Owner in a manner to be determined by the GISD and the Project Manager.
 - 1. Close coordination with the A/E, Project Manager, and the School Staff, will be required of the Contractor.
- D. Refer to the School Operations Parameter Statement Section for details of the regular working hours, holidays and procedures for custodial overtime, etc.
- E. Work cannot start in a particular Phase until students/staff have been relocated to the designated Swing Space (either in the existing building or in Temporary Buildings outside) or until there is an arrangement in place for alternate shift work involved.
- F. Some rooms within a Phase may be emptied of furniture, boxes, etc, while others may not be.
This is dependent upon where the actual Swing Space will be located or any other arrangements required in the phasing plan. Protection of contents is the responsibility of the Contractor.
- G. The Contractor shall allow sufficient time to accommodate the Abatement Contractor's work. This activity shall be shown as a separate activity on the Construction Schedule. General Contractor shall coordinate the abatement scheduling with GISD's selected Abatement Contractor and the Project Manager
- H. Refer to Construction Documents for additional Phasing information.

1.9 HVAC and Water Treatment Requirements. Contractor will coordinate with GISD for water treatment and HVAC maintenance. Please refer to the plumbing and mechanical specifications for the contractor's responsibilities related to these requirements.

1.10 Phase Acceptance. Upon certification by the Contractor and recommendation of the A/E, GISD will accept the Work of each individual phase as it is completed. Architectural acceptance shall be called "phase acceptance". The HVAC, electrical, plumbing and roofing systems will be accepted by GISD when the entire project has been completed; at that point, upon completion of all relevant contractual requirements. The contractor will operate and maintain the HVAC, electrical and plumbing systems that are a part of his scope of work until substantial completion. The contractor's warranty for any new HVAC, electrical, plumbing and roofing systems shall commence at substantial completion for each school project. The contractor will install new filters and record date of replacement on each filter upon substantial completion.

1.11 Use of Technology for Project Management. GISD will furnish information related to accessing web-enabled project management applications for this contract. GISD and the Project Manager will implement project management software, Converge that will be easily accessible through the Internet. Contractor will include the cost for its own license(s) ("Collaboration" license) in its pricing. The contractor will purchase and maintain the license from a vendor identified by the Owner so to be able to access the owner's database. Contractor will attend training and cooperate with the Project Manager for the implementation and use of this tool.

Contractor will be required to create and post several types of documents into Converge via the Internet. Request for Information (RFIs) will be posted by the Contractor and responded to by the A/E(s) in Converge via the Internet, thereby facilitating communication among all parties and expediting resolution of issues. A/E responses to RFIs will not be considered official and are still subject to revision until the Program Manager has approved the response in Converge. Any meeting minutes and field reports required to be created by the Contractor or A/E(s) will be done in Converge. GISD and the Project Manager reserve the right to require additional documents to be entered into Converge at their discretion.

1.12 Hazardous Material Design and Construction. GISD has retained a separate environmental consultant to prepare contract documents including design drawings and specifications for the removal of hazardous materials from the schools. It shall be the responsibility of the Contractor to schedule work performed by any of GISD's separate Contractors including the hazardous materials abatement contractor. Contractor shall coordinate all aspects of the hazardous material abatement contractor's work, as well as GISD separate Contractor's work, with the Work under this Agreement. The Contractor shall always keep the Project Manager informed of all coordination issues with GISD separate contractors. Other Contractor responsibilities in relation to the hazardous material design and construction coordination are per Article 6 of the General Contractor's Contract.

1.13 Permitting. Contractors are responsible for the costs of acquiring the building permit at standard City of Garland, City of Rowlett or City of Sachse rates.

1.14 Storm Water Pollution Prevention Plan. Once the Notice to Proceed has been issued, the Contractor is obligated to comply with the applicable municipalities and applicable SWPPP codes and protocol. The Contractor assumes full responsibility for any complaints, citations, maintenance and complete management of the SWPPP plan including any and all documentation. For new schools with demolition scope by a separate contractor, Contractor shall coordinate with the separate contractor for a seamless transfer / transition of an existing SWPPP. Contractor will then submit all documentation to the District at closeout.

1.15 Construction Specification Index. All construction documentation will follow the 2004 Construction Specification Index format.

1.16 The contractor shall tag locations of all equipment within the scope of work by securing a plastic tag on the appropriate ceiling grid locations. This will assist easy identification of the equipment to GISD maintenance staff. The contractor will install stickers on all equipment provided indicating the warranty dates/periods and the contact information. Confirm with GISD

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 – ALLOWANCES, 2 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. Refer to the General conditions for additional requirements concerning allowances.
 - 2. All lump-sum and Owner Controlled Allowances are within the Contract Sum, and shall be covered by the bonds, insurance, overhead, profit and all other costs so that the totals represented by the Allowances are available without additional charge or cost to the Owner.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Owner Controlled Contingency allowances.
- C. Related Sections:
 - 1. Division 00 Section 00 41 11 Proposal Form - Base Bid.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, Contractor shall advise Architect and Project Manager 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 Architect's or Project Manager's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Once the proposal is approved by the Owner, purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Allowance Expenditure Request Authorization (AERA).
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

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

1.6 ALLOWANCES

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

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a proposal based on the difference between purchase amount and the allowance.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- B. Schedule of Allowances is included in section 00 41 11

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES, 1 PAGE.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Division 00 Section 00 41 12 Proposal Form – Alternates and Unit Pricing.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are either increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. If the quantities of the items listed in the Schedule of Unit Prices are increased, the Unit Prices set forth by the Contractor in Section 00 41 12 shall apply to such increased quantities. Unit Prices for adjusting the Contract Sum for less work or material installation will be 95% of these amounts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 SCHEDULE OF UNIT PRICES

- A. Refer to section 00 41 12 for Schedule of Unit Prices.

END OF SECTION 01 22 00

SECTION 01 23 00 – ALTERNATES, 1 PAGE.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

SUMMARY-Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

Alternate: An amount proposed by Proposers and stated on the Proposal Form for certain work defined in the Proposal Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the total addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum. Pricing for alternates may not be submitted or listed in the form of an allowance amount on the proposal form.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
 2. Cost listed for each Alternate includes cost of related coordination, modification or adjustment.
- B. Notification: Immediately following award of the Contract, Contractor shall prepare and distribute to each entity or person to be involved in the performance of the Alternate Work, a notification of the status of each Alternate scheduled herein. Indicate which alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates if any.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Claims for additional costs or time extensions resulting from changes to the Work as a result of the Owner's election of any or all Alternates will not be allowed.
- E. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES--Refer to section 00 41 12 for Schedule of Alternates

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 4. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor and Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit five (5) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include related Specification Section number and title, Drawing numbers and titles and complete documentation for substitution. Include the following information with each request:
 - 1. Certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it will perform adequately in the application indicated.
 - a. Include in a certification the Contractor's waiver of right to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from IBC.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
3. Approval: If necessary, Architect will request additional information or documentation for evaluation within a reasonable amount time from receipt of a request for substitution. Architect will recommend to the Project Manager's acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Project Manager will recommend to the District acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation. Upon recommendation from the Project Manager, the District will provide acceptance or rejection of proposed substitution within a reasonable amount of time from receipt of all required documentation.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work with Project Manager/Owner written approval.
 - b. Rejection will include a statement giving reason for rejection.

1.5 QUALITY ASSURANCE

Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.
- B. The Owner may not consider the request if the Contractor cannot provide the product or method because of failure to pursue work promptly or coordinate activities properly.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

Approval process for both types of substitutions shall be as described above.

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within twenty (20) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect, only when there is an advantage to the Owner.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. System Substitution: No changes should be anticipated in major building system types or approved manufactures in pricing of schedule; the Owner has standardized materials in place in existing buildings, and will not change for the convenience of the contractor.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 1 – General Requirements, and Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of Application for Payment.

1.3 RELATED SECTIONS/DOCUMENTS

- A. General Conditions: Progress Payment, and Final Payment.
- B. Section 01 3300 – Submittal Procedures.
- C. Section 01 2973 – Schedule of Values.

1.4 FORMAT

- A. Application and Certificate for Payment
- B. For continuation sheet, use AIA G703 format at Section 01 2973 for schedule of values.

1.5 PREPARATION OF APPLICATIONS

- A. Type required information or use media printout.
- B. Execute certification by authorized officer.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for products.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01 7700.
- F. Prepare one application with a schedule of values for each school with a breakdown in the 2004 CSI format. New format
- G. Each school shall have a separate schedule of values for Renovation Work and for Addition Work.

1.6 SUBMITTAL PROCEDURES

- A. Schedule meeting (20) days prior to submitting first pay request, to review schedule with Architect and Project Manager.
- B. Submit one (1) original copy of each Application for Payment at times stipulated in Agreement.
- C. Submit under transmittal letter specified in Section 01 3300.
- D. Payment Period: Submit at intervals stipulated in the Agreement.

1.7 SUBSTANTIATING DATA

- A. When Architect requires substantiating information, submit data justifying line item amounts in questions. On Owner controlled allowance items, submit actual invoices from supplier of product or service.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show Application number and date, line item by number, and description.

1.8 FORMAT AND SUBMITTAL REQUIREMENTS

- A. Set-up format and submittal requirements including but not limited to the following:
 - a. Contractor must use AIA 702 and AIA 703 forms for Application for Payment.
 - b. All values should be taken to the hundredth (penny).
 - c. All items must be broken down by school, by addition/renovation (where applicable).

This break down must match the breakdown as specified in the GC Contract or established with the Project Manager.
 - d. All items must be organized by the 2004 CSI division.
 - e. All items must be broken down by material and labor.
 - f. All applicable 2004 CSI divisions must be sub-totaled.
 - g. Each addition/renovation (where applicable) and school must be sub-totaled.
 - h. The Owner's Contingency Allowance (O.C.A.) should occupy one line item at the bottom of each addition/renovation and match the amount specified in the GC contract. This line item should be separated from any other CSI division.
 - i. All other contract allowances (pre-bid or post-bid) should be specified per the GC contract and included in CSI division 1.
 - j. Contractor must include a summary by school, by addition/renovation (where applicable), at the end of AIA 703.
 - k. General Conditions, Payment & Performance Bonds, Insurance, Fee, Building Permit, and Mobilization must be broken out and included in CSI division 1.
- B. Post-set-up format and submittal requirements include but are not limited to the following:
 - a. Contractor may not change the "scheduled values" after approval of the Schedule of Values (SOV) by the A/E, PM, and Garland ISD (at first Application for Payment).
 - b. Include Garland ISD P.O. number on AIA 702.
 - c. Include Garland ISD P.O. number in application number. For example, "222123-3" would be the third Application for Payment for P.O. 222123.
 - d. Certified by A/E.
 - e. Previous invoice totals match previous invoice.
 - f. Attach fully executed signature page when billing for any Garland ISD-approved CCEAs.
 - g. Attach fully executed signature page when billing for any Garland ISD-approved Change Orders.
 - h. Attach all Custodian Overtime Approval forms for the billing period, with a summary of OT hours to date for the project.
 - i. Attach a schedule for each project, updated for the billing period, with substantial completion dates per GC contract.
 - j. Attach a Title Transfer Form for any material stored off-site, per GC contract.
 - k. Attach "GC Application for Payment Review & Sign-Off" with GC signature signifying review of all Application for Payment elements.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 29 00



GARLAND INDEPENDENT SCHOOL DISTRICT

VENDOR DIRECT DEPOSIT AUTHORIZATION

VENDOR INFORMATION:

VENDOR NAME: _____ VENDOR #: _____

GISD INTERNAL USE ONLY

AUTHORIZED SIGNATURE: _____ ← SIGNATURE NEEDED

TIN/SOCIAL SECURITY NUMBER: _____

E-MAIL ADDRESS REQUIRED: _____ CONTACT PERSON: _____

1. AUTHORIZATION FOR DIRECT DEPOSIT (attach a voided blank check - required).

(I hereby authorize the Garland Independent School District Accounting Services Office to deposit all payments from GISD to my financial institution (named below) electronically. I further understand and agree that GISD will reverse any payment made to my account in error. I authorized GISD to take any necessary action solely for the purpose of accomplishing any error reversal.)

TYPE OF ACCOUNT (choose only one) CHECKING SAVINGS
ABA ROUTING NUMBER _____
ACCOUNT NUMBER _____
INSTITUTION NAME _____

2. CANCELLATION OF DIRECT DEPOSIT

I hereby cancel my prior authorization for direct deposit on my vendor payment. I understand that termination of such authorization may take up to 15 District business days from receipt.

3. CHANGE OF FINANCIAL INSTITUTION OR ACCOUNT NUMBER OR ABA BANK ROUTING NUMBER

(attach a voided blank check - required)

TYPE OF ACCOUNT (choose only one) CHECKING SAVINGS
ABA ROUTING NUMBER _____
ACCOUNT NUMBER _____
FINANCIAL INSTITUTION NAME _____
ADDRESS _____
CITY _____ STATE _____



Mail complete form and voided check to : Garland ISD, P.O. Box 461228, Garland, TX 75046 or
E-mail complete form to: Marianne Mackey at MMackey@garlandisd.net

10/21/2015

SECTION 01 29 73 - SCHEDULE OF VALUES, 2 PAGES.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General, Supplementary and Other Conditions of the Contract, Division 1 – General Requirements, and the Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Schedule of Values.

1.3 RELATED SECTIONS/DOCUMENTS

- A. General Conditions.
- B. Section 01 29 00 – Payment Procedures.

1.4 FORMAT

- A. Print schedule using format of AIA Documents G703 – Continuation Sheet for Application and Certificate for Payment.
- B. Follow Table of Contents of Project Manual for listing components parts. Identify each line item by number and title of major Specifications Section.

1.5 CONTENT

- A. Using Master Format™ 2004 Edition, in CSI format, each school shall have a separate schedule of values for Renovation Work and for Addition Work, as applicable.
- B. In CSI format, list installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments. Round off values to nearest dollar.
- C. In CSI format, for each major subcontract, list products and operation of that subcontract as separate line items.
- D. List Owner Controlled Contingency Allowance and other allowances with the specified monetary amount for each allowance in separate divisions.
- E. Contractor to use separate lines for bonds, insurance, temporary facilities and controls, superintendence, and mobilization. Each item shall include pro rata portion of overhead and profit.
- F. The sum of the values listed shall equal total Contract Sum.

1.6 SUBMITTAL

- A. Submit three (3) copies of Schedule of Values within ten (10) days of award of contract and prior to Pre-Construction Meeting.
- B. Transmit under Architect accepted form transmittal letter. Identify Project by title and number.
- C. Secure the A/E and Project Manager's (PM) approval of the Schedule of Values prior to submitting the first Pay Application.
- D. Limit amount of items on the Schedule of Values not to exceed \$25,000, unless approved by the Architect and the Project Manager.
- E. Break all major equipment costs into equipment and materials/labor at a minimum.

1.7 SUBSTANTIATING DATA

- A. When the A/E or the PM requires substantiating information, submit data justifying line item amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of Pay Application. Show Pay Application number and date and line item by number and description.

PART 2 – PRODUCTS (Not

Applicable) PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION, 7 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Shutdown requests
 - 10. Abatement coordination
 - 11. Owner inspections
 - 12. Training

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within ten (10) 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, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified using the District-specified electronic project management software.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in 3 days so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.

Contractor's suggested resolution. If solution(s) impacts the Contract Time, Construction Documents or the Contract Sum, Contractor shall state impact in the RFI. Select importance category from pull down menu.

- 11. Include e-mail notification to the Architect, and Project Manager for all RFI's.
 - 12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form generated using District-specified electronic project management software with substantially the same content as indicated above.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond.
Allow three (3) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum will be administered per the general conditions of contract.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Project Manager in writing within seven (7) days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Project Manager within seven (7) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit on a weekly basis a log of RFI's organized by the RFI number. The log should be generated using the District-specified electronic project management software and should contain the following basic information:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. Preconstruction Conference: Architect/Project Manager/GISD Purchasing will schedule and conduct a preconstruction conference at the earliest possible date after the execution of the Agreement and before starting construction, at a time convenient to Owner, PM and Architect.
1. Purpose of the conference will be to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, PM, Architect, and their consultants; Contractor, Contractor's Project Manager and its superintendents; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Introductions
 - b. Not used
 - c. Submission of Post Proposal Information if any outstanding
 - d. Tentative Construction schedule.
 - e. Safety
 - 1) Emergency Contact List
 - 2) First aid.
 - 3) Site Security.
 - 4) Badging requirements
 - f. Meetings: dates, locations, attendees, types, agendas
 - g. Communication: District-specified electronic project management software set up and administration procedures, correspondence flow
 - 1) Lines of communications, decision ladder and escalation procedures.
 - h. Schedule:
 - 1) Phasing
 - 2) Critical work sequencing and long-lead items
 - i. Designation of key personnel and their duties
 - j. Procedures for processing field decisions and Change Orders
 - k. Procedures for RFIs
 - l. Consultant / Lab Notification Requirements
 - 1) HazMat
 - 2) Roofing
 - 3) Test & Balance
 - 4) Materials Testing
 - 5) Inspecting
 - m. Procedures for processing Applications for Payment
 - 1) Schedule of Values
 - 2) Review
 - n. Distribution of the Contract Documents.
 - o. Submittal procedures.
 - p. Preparation of record documents. Use of the premises and existing building Work restrictions.
 - q. Working hours.
 - r. After hours work requirements and overtime payment procedures.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - 1) Site access
 - 2) Signage
 - 3) Dumpsters
 - 4) Fencing
 - 5) SWPPP
 - 6) Parking availability
 - 7) Office, work and storage areas
 - 8) Equipment deliveries and priorities
 - u. Procedures for shutdowns.
 - v. Progress cleaning.
 4. Minutes: Architect will record and distribute meeting minutes and sign-in sheet using the District-specified electronic project management software.
- B. Progress Meetings: The architect will schedule and administer progress meetings at weekly intervals.
1. Contractor shall make physical arrangements at site for the progress meetings.

2. Location of meetings: Contractor's field office, unless agreed upon mutually by the Architect, Contractor and PM.
 - a. Determine at the Pre-construction Meeting if space in the existing facility or facilities is available for meetings.
 - b. For multiple school Bid Packages, weekly progress meetings will be held at each school site on a rotating basis. Site specific meetings may be held at the discretion of the PM.
 3. Architect will prepare agenda, distribute notice of the meeting, preside at meetings, record notes and distribute copies within three (3) days after meeting to participants, and to entities affected by decisions at meetings.
 4. Coordinate dates of meetings with preparation of payment requests.
 5. Attendees: In addition to representatives of Owner, Project Manager, Professional Consultants, as appropriate to the agenda, and Architect, each contractor, job superintendent, contractor project manager shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 6. Agenda:
 - a. Review and correct or approve minutes of previous progress meeting.
 - b. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 1) Safety (lost time, accidents, violations, etc.)
 - 2) Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - a) Review schedule for next period.
 - 3) New Business (Field observations, problems, decision, identification of problems which impeded planned progress, non-confirming work, etc.)
 - 4) RFI's and RFI log review
 - 5) Submittals and submittal log review
 - 6) RFP's, CCEA and related log reviews
 - 7) Review of draft Application for Payment, as necessary.
 - c. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Access.
 - 4) Site utilization.
 - 5) Temporary facilities and controls.
 - 6) Progress cleaning.
 - 7) Quality and work standards.
 - 8) Status of correction of deficient items.
 - 9) Field observations.
 - 10) Pending claims and disputes.
 7. Notes: Using the District-specified electronic project management software, the entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - 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.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction. These include pre-dig, pre-lift, pre-drill, pre-power shutdown, or pre-roof meetings at the work site prior to commencing the specific construction activity.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner, PM, and Architect of scheduled meeting dates, five (5) days in advance unless otherwise indicated/requested.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Related RFIs.
 - c. Approved submittals.
 - d. Review of mock-ups.
 - e. Possible conflicts and/or delays
 - f. Compatibility problems.
 - g. Time schedules.
 - h. Safety issues and AHA's
 - i. Weather limitations.
 - j. Manufacturer's written recommendations.
 - k. Warranty requirements.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Space and access limitations.
 - o. Testing and inspecting requirements.
 - p. Installation procedures.
 - q. Coordination with other work.
 - r. Required performance results.
 - s. Protection of adjacent work.
 - t. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions, using the District specified electronic management software
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded.
Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Pre-installation Conference: When required in individual Specification Sections, convene a Pre- installation conference at work site prior to commencing work of the section.
1. Require attendance of entities directly affecting or affected by Work of the Section.
 2. Notify Owner, PM and Architect at least seven (7) days in advance of meeting date.
 3. Prepare agenda, preside at conference, record minutes (using the District specified electronic management software), and distribute copies within five (5) days after conference to participants.
 4. Review conditions of reinstallation, preparation and installation procedures, and coordination with related work.
- E. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner, Project Manager and Architect, but no later than fourteen (14) days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Project Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout,

including the following:

- a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for demonstration and training.
 - f. Preparation of Contractor's punch list.
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - h. Submittal procedures.
 - i. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes using the District-specified electronic project management software.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION, 2 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Daily construction reports.
 - 2. Material and equipment delivery status reports.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Schedule".
 - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two paper copies.
- B. Daily Construction Reports: Submit at weekly intervals.
- C. Material and Equipment Delivery Status Reports: Submit at weekly construction progress meetings.

PART 2 - PRODUCTS

2.1 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report using the District-specified Project Management software recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries.
 - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 6. Accidents.
 - 7. Meetings and significant decisions.
 - 8. Unusual events (refer to special reports).
 - 9. Stoppages, delays, shortages, and losses.
 - 10. Meter readings and similar recordings.
 - 11. Emergency procedures.
 - 12. Orders and requests of authorities having jurisdiction.
 - 13. Change Orders received and implemented.
 - 14. Construction Change Directives received and implemented.
 - 15. Services connected and disconnected.
 - 16. Equipment or system tests and startups.

17. Partial completions and occupancies.
 18. Substantial Completions authorized.
- B. Material and Equipment Delivery Status 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.

PART 3 - EXECUTION – Not Used

END OF SECTION 01 32 00

SECTION 01 3216 – CONSTRUCTION PROGRESS SCHEDULE, 4 PAGES.

PART 1 GENERAL

1.1 Description

- A. Section includes administrative and procedural requirements for developing, submitting and updating a detailed Critical Path Method (CPM) project schedule and related reports. The project schedule is developed by the Contractor and herein referred to initially as the Preliminary CPM Schedule. Subsequent to the Owner, Architect and Contractor acceptance of the Preliminary CPM Schedule, the Contractor completes the development of a more complete and thorough schedule called the Detailed CPM Schedule. Once the Detailed CPM Schedule is accepted by the Project Manager (PM), Architect, and the Contractor, it shall be “baselined” and referred to as the Project Schedule or Detailed CPM Schedule. Monthly progress updates will be compared to the baseline schedule.
- B. If the Contractor should desire or intend to complete the Work earlier than any required milestone, completion date, or end period of performance, then the Owner/PM shall not be liable to the Contractor for any costs or other damages should the Contractor be unable to complete the work before such milestone, completion date or end of Period of performance.

1.2 Quality Control and Quality Assurance

- A. The Contractor shall develop and maintain a Project Schedule for each project site (School/Facility) (referred to as the Preliminary CPM Schedule and ultimately the Project Schedule) in accordance with the requirements of this Section. The requirement for a Project Schedule is included to:
 1. Ensure adequate planning before and during the execution and progress of the Work in accordance with the allowable number of working days and milestones.
 2. Assure coordination and execution of the work among various trades of the Contractor, subcontractors, suppliers, third party utility companies or other related entities that may be involved in the Project.
 3. Assist the Contractor and the Owner in evaluating:
 - a. Contract performance relative to the required contract schedule milestones
 - b. Bi-monthly progress
 - c. Proposed Contract Modifications
 - d. Documenting anticipated, requested and or approved time extensions
 - e. The documentation of unplanned events, time extensions and other impacts arising from such events
- B. The project schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the work. The project schedule shall employ computerized CPM planning, scheduling and progress reporting of the work as described in this specification. The Contractor shall create and maintain the schedule using project scheduling software approved by the Owner and PM that utilizes the fundamentals of CPM for scheduling. The observance of the requirements herein is an essential part of the work under the Contract.

- C. Within five (5) calendar days after issuance of Notice to Proceed, the Contractor shall designate in writing a schedule representative in the Contractor's organization who shall be responsible for coordinating with the PM during development and maintenance of the Project Schedule. The Contractor's representative shall have the expertise to operate the CPM software and be capable of rapidly evaluating alternate scenarios to optimize management capabilities. The Contractor has the option to utilize qualified outside scheduling consultation for the assistance of developing and maintaining the Project Schedule, however, the use of an outside consultant does not relieve the Contractor of responsibilities for compliance of this specification. The Contractor's schedule representative shall have complete authority to act for the Contractor in fulfilling the schedule requirements of the Contract, and if such authority is interrupted during the Contract, approval shall be obtained in writing by the PM.
- D. All activities shall have at least one predecessor and one successor unless approved by the PM. The exceptions are no predecessor is needed for the Notice to Proceed (NTP) milestone and no successor is needed for the Project Completion milestone.
- E. **Contractor shall not use any constraints of any type without prior approval of the Owner.**
- F. Each activity's "Activity ID" and "Activity Description" or "Task Name" shall remain unchanged throughout the duration of the project subsequent the baseline acceptance by the Owner.
- G. An activity's "Activity Description" may only be revised to clarify an activity's original scope. If the scope of an activity increases or decreases, a replacement activity shall be created.
- H. PM acceptance shall be obtained prior to making any changes or revisions to an activity's "Activity Description".

2.1 Schedule Review and Acceptance

- A. The PM, Architect/Engineer and the Contractor shall meet within seven (7) calendar days of receipt of the Preliminary CPM Schedule for joint review. The Contractor shall revise any areas, which, in the opinion of the PM and/or Architect/Engineer, conflict with either the intent of this specification or the timely completion and acceptable coordination of the Project. In the event the Contractor fails to define any element of work activity or logic currently designed and the PM review does not detect this omission or error, such omission or error, when discovered by the Contractor or the PM, shall be corrected by the Contractor and incorporated into the next schedule submission.

Within seven (7) calendar days after the joint review between the A/E, Contractor and the PM, the Contractor shall revise the Preliminary CPM Schedule in accordance with agreements reached during the joint review and submit the revised schedule per the deliverable requirements.

Acceptance of the Preliminary CPM Schedule by the PM does not relieve the Contractor of any of its responsibility for the accuracy or feasibility of the project schedule. However, to the extent that the accepted Project Schedule is reasonable, it becomes a part of this Contract.

- B. Submission and final PM and Contractor acceptance of the Preliminary CPM Schedule will be a condition precedent to the application or payment of any progress payments under the Contract, unless otherwise agreed upon by the Owner. The PM shall notify the Contractor of the Owner acceptance of the Preliminary CPM Schedule in writing.

3.1 Project Schedule

- A. The Project Schedule shall begin at the project NTP and incorporate the accepted Preliminary CPM Schedule including all required revisions and applicable progress updating as warranted. The Project Schedule shall indicate a logical sequence of work for each project site (school) and major restrictions from the availability and use of manpower, material and equipment. Utilize the schedule in planning, scheduling, coordinating and performing the work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The Project Schedule shall indicate the sequence and interdependence of activities required for complete performance of the Work.

Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity. In developing the Project Schedule, the Contractor shall be responsible for ensuring that subcontractor work scope and sequencing at all tiers, as well as its own work, is included. If a contract for a subcontractor has not yet been awarded for a certain portion of the work, the Contractor is responsible for the development of the schedule for the work as described under this section. After the subcontractor award of contract, the Contractor shall modify the current accepted schedule to reflect any changes or revisions for the subcontractor sequence of work. Under no circumstance or event, shall a schedule modification or revision under this paragraph extend a milestone. The Project Schedule shall comply with the various limits imposed by the scope of work and by any contractually specified intermediate milestone dates and completion dates. The degree of detail shall be to the satisfaction of the PM the A/E or the Owner.

- B. Provide sufficient detail and clarity of form and technique so that all work can be properly controlled and progress monitored by the PM and A/E. The Project Schedule shall consist of, but not be limited to, the following criteria:
1. Full detail of all major procurement activities including the activities and information contained within the Preliminary CPM Schedule. Break up all procurement activities for major components and long lead items to include submittal dates, fabrication duration, and expected delivery dates.
 2. Full detail of all major construction activities including the activities and information contained within the Preliminary CPM Schedule. Add column for responsible party for all construction activities.
 3. Multiple Calendars shall be used for establishing Holidays and periods of non-work based on the School Operations Parameter Statement in the Project Information Section of Division 0, concrete curing activities, other weather or ambient temperature sensitive construction activities, and or other work requiring overtime or double shift work.
 4. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, precipitation and/or saturated soil to ensure recognition, planning and anticipation of intermittent inclement weather throughout the project duration. In addition, activities of similar nature shall be assigned to independent calendars based on this weather data. The software calendars shall be updated monthly to reflect actual days worked.

5. Activity duration in whole working days with a maximum duration of ten (10) working days each, unless otherwise approved by the PM, except for non-construction activities including mobilization, procurement and concrete curing activities.
 6. For projects where hazardous materials are present and require abatement by the Owner, such abatement activities may take place prior to the Contractor's mobilization and start of any work or they may take place concurrently with the Contractor's work. In cases where abatement activities must take place concurrently with Contractor's work, the Contractor shall allow for these activities to be incorporated into the Project CPM Schedule as separate activity line items. The Contractor shall allow time for these activities to take place at the appropriate time within the project schedule and shall coordinate their work with such abatement activities.
 7. At a minimum, the following guidelines, intermediate and final milestones shall be included in the project schedules for each individual project site (school), except for activities that are specifically identified to be common for all the project sites for a multi-project bundle:
 - a. Notice to Proceed
 - b. Required Periodic Inspections (examples: rebar, utilities, electrical and mechanical rough-in, overhead and architectural)
 - c. Time allotted for coordination with and execution of abatement activities
 - d. Specific Phase start and finish dates – renovations and additions
 - e. Preliminary CPM Schedule submission and acceptance
 - f. Project Schedule submission and acceptance
 - g. Building dry-in
 - h. Permanent power
 - i. Conditioned air available
 - j. Completed testing and acceptance of Life Safety Systems and other critical building components
 - k. Completion of ADA upgrades in restrooms
 - l. Commissioning, when project requires
 - m. Ten percent (10%) minimum float for the project
 - n. Substantial Completion
 - o. Final Completion
 - p. Owner Turn-Over / Start-Up / Project Closeout Activity / Warranty Period / Owner Testing/Training
 - q. Earliest Date that Owner can occupy the affected portion of the building (by phase, by complete project, etc.). This shall include all necessary approvals, permits (Fire Marshall Acceptance, Certificate of Occupancy, etc.).
- C. The Contractor shall prepare a written narrative explaining the Contractor's approach to construction for the entire Project and include the narrative information as submitted with the Preliminary CPM Schedule deliverable package. The narrative shall elaborate on the basis for durations, major equipment to be used, and shall identify all major assumptions used to develop and support the schedule. The narrative shall also include the Contractor's description of the critical path work activity as represented in the Project Schedule.

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.
 - 4. Preconstruction video recordings.
 - 5. Periodic construction video recordings.
- B. Related Sections:
 - 1. Division 01 Section "Unit Prices" for procedures for unit prices for extra photographs.
 - 2. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 3. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
 - 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
 - 5. Division 02 Section "Structure Demolition" for photographic documentation before building demolition operations commence.
 - 6. Division 02 Section "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.
 - 7. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files in the quantities and at the intervals described in paragraph 3.1 of this section.
 - 1. Digital Camera: Minimum sensor resolution of 5 mega pixels.
 - 2. Format: Unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

- C. Construction Photographs: The project requires comprehensive documentation of

construction progress and post inspection milestones. Submit print of each photographic view in the quantities and at the intervals described in paragraph 3.1 of this Section.

1. Format: 8-by-10-inch (203-by-254-mm) on photographic paper to allow a 1-inch- (25-mm-) wide margin and enclosed back to back in clear plastic sleeves that are punched for standard three-ring binder.
2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
3. "Progression" photo sets are to be performed at pre-determined intervals throughout the duration of construction, as applicable to the scope and as follows:
 - a. Site survey (Pre-construction): A onetime shot that provides coverage of site and immediate and immediate surroundings.
 - b. Exterior progression shots: Taken from key perspectives along site perimeter and 360 degrees around building envelope, to be performed at monthly intervals.
 - c. Interior progression shots: Broadly track the improvements from logical perspectives, to be performed at monthly intervals and coordinated with pace of erection.
 - d. Pre-slab/Pre-Chase/Interior record shots: Underground or concealed utilities will be documented post inspection/pre-insulation and prior to pouring slabs, backfilling or closing chases/walls/ceilings.

D. Video Recordings: Submit video recordings in accordance with paragraph 3.2 of this Section.

1. Submit video recordings in digital video disc format.
2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.

E. Aerial Photography

1. On new construction and addition projects, submit monthly aerial photographs of the project. The photos should be taken from 4 different angles and 4 sets of color 8"x10" prints should be submitted.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has the basic skills necessary to record digital photographs and video recordings.

1.5 COORDINATION

- A. Auxiliary Services: Provide auxiliary services necessary, including temporary lighting required to produce clear, well-lit photographs.

1.6 USAGE RIGHTS

- A. Contractor will transfer copyright usage rights to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 5 mega pixels.
- B. Digital Video Recordings: Provide high-resolution, digital video disc.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
 - 2. Taking photographs or video recordings with students and schools staff included on the photograph is strictly prohibited.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before starting demolition or construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or as directed by Architect.
 - 1. Take a minimum of 10 photographs to show existing conditions adjacent to property before starting the Work.
 - 2. Take a minimum of 10 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Periodic Construction Photographs: Take a minimum of 10 photographs monthly and submit with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. For renovation projects: The location and type of items to be photographed will be determined by the Architect and/or PM based on the specific project conditions not to exceed the number of progress photographs required above.
- E. Final Completion Construction Photographs: Take a minimum of 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
 - 1. Do not include date stamp on Final Completion Construction Photographs.

3.2 CONSTRUCTION VIDEO RECORDINGS

- A. Preconstruction Video Recording: Before starting demolition or construction, record video of Project site and surrounding properties from different vantage points, as directed by Architect.
 - 1. Show existing conditions adjacent to Project site before starting the Work.
 - 2. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of demolition or construction].
 - 3. Show protection efforts by Contractor.
 - 4. Narrate all noted conditions on the video.
 - 5. On renovation projects with crawlspace work, record video of these areas before, during and after work is completed.

- B. Periodic Construction Video Recordings: Record video monthly and submit with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be 15 minutes and shall include narration of actual conditions and progress made since last recording.

- C. Owner's Training: Record video during the manufacturer's training session at substantial completion. Minimum recording time shall be 30 minutes per session. Deliver the recordings with the O&M Manual.

- D. Submit videos in DVD format.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES, 10 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 01 Section "Schedule of Values" for submitting the schedule of values.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 4. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 5. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 6. Division 01 Section "Demonstration and Training" for submitting video recordings of equipment demonstration and training of Owner's personnel.
- C. Refer to other Division 1 Sections and other Contract Documents for Specifications on administrative submittals. Such submittals include, but are not limited to the following:
 - 1. Permits.
 - 2. Payment Applications.
 - 3. Inspection and Test Reports.
 - 4. Schedule of Values
 - 5. Progress Reports.
 - 6. Listing of Subcontractors
- D. Shop Drawings are technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:
 - 1. Fabrication and installation drawings.
 - 2. Setting diagrams.
 - 3. Shop work manufacturing instructions.
 - 4. Templates.
 - 5. Patterns.
 - 6. Coordination drawings (for use on-site).
 - 7. Schedules.
 - 8. Design mix formulas.
 - 9. Contractor's engineering calculations.Standard information prepared with specific reference to a Project is not considered to be shop drawings.
- E. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to the following items:
 - 1. Manufacturer's product specifications and installation instructions.
 - 2. Standard color charts.
 - 3. Catalog cuts.
 - 4. Rough-in diagram and templates.
 - 5. Standard wiring diagrams.
 - 6. Printed performance curves.
 - 7. Operational range diagrams.

8. Mill reports.
 9. Standard product operating and maintenance manuals.
Modify standard product data, drawings and diagrams to delete information not applicable to the project, and / or supplement standard information to provide specific data that is applicable to the work.
- F. Samples are physical examples of Work, including but not limited to the following items:
1. Partial sections of manufactured or fabricated work.
 2. Small cuts or container of materials.
 3. Complete units of repetitively used materials.
 4. Swatches showing color, texture and pattern.
 5. Color range sets.
 6. Units of work to be used for independent inspection and testing.
- G. Miscellaneous Submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including but not limited to the following:
1. Specially prepared and standard printed warranties.
 2. Maintenance agreements.
 3. Workmanship bonds.
 4. Survey data and reports.
 5. Project photographs.
 6. Testing and certification reports.
 7. Record Drawings.
 8. Field measurement data.
 9. Operating and maintenance manuals.
 10. Keys and other security protection devices.
 11. Maintenance tools and spare parts.
 12. Overrun stock.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
 1. Coordinate submittal schedule with list of subcontracts, the schedule of values,

- and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Monthly submittal log. Submit at the weekly progress meeting, an updated submittal log indicating status of all project submittals.
 4. Final Submittal: Submit concurrently with the first complete submittal of Project schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 5. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.

Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 calendars days for review of each resubmittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- C. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - 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. Related physical samples submitted directly.
 - m. Other necessary identification.
 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by the Architect.

- F. Deviations: Identify deviations from the Contract Documents on submittals and the transmittal sheet. Failure to note deviation may void action taken on submittal.
- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect 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.
 - 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. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. 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 Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. 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 with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to the appropriate location.
Defined at the pre-construction meeting.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals as PDF electronic files.
Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 3. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
 4. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
 5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
Cross out all inapplicable data and information.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination and accessibility (maintenance and service) requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.

- g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of product schedule or list, unless otherwise indicated.

Architect will return two copies.

- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Schedule of Values."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Submit subcontract list in the following format:
 - a. PDF electronic file.
 - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency,

or on comprehensive tests performed by a qualified testing agency.

- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect, no later than 30 days after notice to proceed.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in

performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 - 1. Action Stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self-explanatory stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and resubmitted (use not permitted) or without action (as explained on the transmittal form).
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS, 6 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
 - B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. Owner will employ and pay for the service of an Independent Testing Laboratory to perform specified testing and laboratory services.
 - 1. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 2. Contractor shall cooperate with the Laboratory to facilitate the execution of its required services.
 - 3. Contractor shall pay for additional samples and tests required for Contractor's convenience or when initial tests indicate work does not comply with Contract Documents.
 - 4. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 5. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 6. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - C. Related Sections:
 - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
 - 2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Division 01 Section "Execution" for cutting and patching.
 - 4. Divisions 02 through 49 Sections for specific test and inspection requirements.
 - 5. Division 01 Section "Testing, Adjusting, and Balancing for HVAC"
- (FOR INFORMATION ONLY TAB SERVICES PROVIDED BY OWNER)**

1.3 DEFINITIONS

- A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- B. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL) according to 29 CFR 1910.7 or a National Voluntary Laboratory Accreditation Program (NVLAP) NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged by the Owner to perform specific tests, inspections, or both.
Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. Conflicts between the specifications and the construction documents. The most stringent requirement will govern.
- D. Conflicts on specification requirements. The most stringent requirement will govern.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following, as applicable:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following as applicable:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance,

as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329, 'Standards of Recommended Practices for Inspection and Testing Agencies for Concrete and Steel as Used in Construction'; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

- B. Contractor Responsibilities:
1. For tests and inspections performed by the Owner's Testing Laboratories:
 - a. Cooperate with Laboratory personnel; provide access to Work and to manufacturer's operations.
 - b. Secure and deliver to the Laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
 - c. Furnish to the Laboratory proposed concrete design mixes, and other material mixes which require evaluation by the Testing Laboratory, a minimum of fourteen (14) days prior to use on the Project.
 - d. Furnish incidental labor and facilities
 - 1) To provide access to Work to be tested.
 - 2) To obtain and handle samples at the Project site or at the source product to be tested.
 - 3) To facilitate inspections and tests.
 - 4) For safe storage and curing of test samples.
 - 5) Notify Laboratory, PM and Architect sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
 - a) When test or inspections cannot be performed after such notice, reimburse Laboratory for personnel and travel expenses incurred due to Contractor's negligence.
 - 6) Make arrangements with Laboratory and pay for additional samples, tests, or inspections as required for the Contractor's convenience.
 - 7) Make arrangements with Laboratory and pay for additional samples and tests required when initial test indicate non-compliance with Contract Documents, including load test.
 2. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - a. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - b. Retain first subparagraph below if some Specification Sections require an independent testing agency to perform certain tests and inspections.
 - c. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - d. Retain first subparagraph below to assure validity of agencies' reports.
 - e. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 - f. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates

and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 - 1. Distribution: Distribute schedule to Owner, PM, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 – REFERENCES, 2 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK REQUIREMENTS

- A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar statements, as well as payments, associated with regulations, codes, and standards.
- B. “Regulations” is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.
- C. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Individual Specification Sections indicate which codes and standards the Contractor must keep available at the project site for reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.
- D. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction or other entity applicable to the context of the text provision.
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the Agency.
- C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations

1.6 SUBMITTALS

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 45 23 01 – HVAC TESTING, ADJUSTING AND BALANCING, 8 PAGES.

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

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

1.2 RELATED WORK

- A. Drawings and General Provisions of the Contract, including General, Supplementary and Other Conditions and Division – 1 Specifications Sections, apply to work of this Section.
- B. Refer to Division 23 and Division 26 for testing in conjunction with Mechanical and Electrical work.

1.3 QUALIFICATION OF HVAC TESTING, ADJUSTING AND BALANCING FIRM

- A. Minimum Qualification of HVAC Testing, Adjusting and Balancing Firm:
 - 1. General:
 - a. Each professional firm desiring to submit proposals for testing and balancing HVAC systems for Project shall submit necessary brochures describing history of firm and qualifications of personnel to Architect.
 - b. Each professional firm shall have a minimum of five years' experience.
 - c. Each submittal shall contain a listing of similar projects.
 - d. Each professional firm submitting such information on its qualifications and personnel shall keep information current by submitting supplemental data a minimum of once every six (6) months or when professional or technical personnel who shall perform the work may change.

- e. Each professional firm warrants by submittal of its personnel qualifications that such personnel shall be used in the performance of the work. In the event of personnel change, professional firm submitting proposal shall submit complete qualifications and experience of new personnel. Owner, upon acceptance of proposal, expects work to be performed by the personnel whose experience is so described.

2. Qualifications of Firm:

- a. Firm shall be one which is licensed to do professional services of this specified type and as a minimum have one professional engineer with current registration to perform such professional services.
- b. Firm shall be capable of performing services at location of facility described within time specified, preparing and submitting the detailed report of actual field work as may be required.
- c. Firm shall be a member in good standing of Associated Air Balance Council (AABC) and listed in its current directory.

1.4 LABORATORY DUTIES AND RESPONSIBILITIES

A. HVAC Testing and Balancing:

1. TAB firm shall act as liaison between Owner, Architect, and Contractor and inspect installation of mechanical piping systems, sheet metal work, temperature controls, and other component parts of heating, air conditioning and ventilating systems. Inspection of work shall cover that part relating to proper arrangement and adequate provisions for testing and balancing.
2. TAB firm within sixty (60) days of its employment, review Drawings and Specifications to identify potential balancing problems and to determine if there are adequate provisions for testing and balancing systems. Report any problem to Architect or Architect's representative.
3. Upon completion of installation and start-up on mechanical equipment, check, adjust and balance system components to obtain optimum conditions in each conditioned space in building. Prepare and submit to Owner, or Owner's delegated representative, complete reports on the balance and operation of systems.
4. Permanent employed technicians or engineers of firm must do measurements and recorded readings of air, water and electricity that appear in reports.
5. Make a total of three (3) inspections within ninety (90) days after occupancy of building to insure that satisfactory conditions are being maintained throughout and to satisfy any unusual conditions.

6. Make a total of three (3) inspections in building during opposite season in which initial adjustments were made, and at that time make any necessary modifications to initial adjustment required to produce optimum operation of system components to produce proper conditions in each conditioned space. At time of opposite season checkout, Owner's representative shall be timely notified before any readings or adjustments.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. HVAC Testing, Adjusting and Balancing

1. Have all systems complete in operational readiness prior to notifying TAB firm that Project is ready for their services, and so certify in writing to Owner that such a condition exists.
2. Make any changes in sheaves, belts and dampers or the addition of dampers required for correct balance as required by TAB firm, at no additional cost to the Owner.
3. Provide and coordinate services of qualified, responsible subcontractors, suppliers and personnel as required to correct, repair or replace any and all deficient items or conditions found during that testing, adjusting and balancing period.
4. In order that systems may be properly tested, balanced and adjusted as required by these specifications, operate said systems for length of time necessary to properly verify their completion and readiness for TAB and pay costs of operations during TAB period.
5. Provide time frame allowance in Contract completions schedule to permit completion of TAB services prior to Owner occupancy.
6. Should TAB be so notified and TAB work commences and the systems are found to not be in readiness or a dispute occurs regarding the readiness of systems, Contractor shall request an inspection be made by a duly appointed representative of Owner, Architect, TAB firm and Contractor. This inspection shall establish to the satisfaction of represented parties whether or not systems meet basic requirements for TAB services. Should inspection reveal TAB services notification to have been premature, Contractor shall pay for costs of the inspection and work previously accomplished by TAB firm. Furthermore, such items as are not ready for TAB services shall be completed placed in operations readiness and TAB services shall again be required.
7. Complete operational readiness, prior to commencement to TAB services shall include the following:
 - a. Construction status of building permits closing of doors, windows and ceilings installed to obtain projected operational conditions.

8. Air Distribution Systems:

- a. Verify installation for conformity to design. Supply, return and exhaust ducts terminated and pressure tested for leakage as required by Specifications.
- b. Volume and fire dampers properly located and functional. Dampers serving requirements of minimum and maximum outside air, return and relief, shall provide tight closure and smooth operation.
- c. Supply, return, exhaust and transfer grills, registers, diffusers and terminal units installed.
- d. Air handling systems, units and associated apparatus, such as filter sections and access doors, shall be blanked or sealed to eliminate excessive bypass or air leakage.
- e. Fans (supply, return, and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements shall be proper size and rating; record motor amperage and voltage and verify name plate ratings are not exceeded.

9. Water Circulating Systems:

- a. Check and verify pump alignment and rotation.
- b. Position and valves pertinent to system design and require operation to permit full flow of water through system components. Operate hydronic systems under full flow conditions until circulating water is clean. Strainers shall be removed and cleaned as required during this cycle of operation.
- c. Record each pump motor amperage and voltage. Readings shall not exceed nameplate rating.
- d. Verify electrical heater elements to be of proper size and rating.
- e. Water circulating systems shall be full of water and free of air, expansion tanks set for proper water level and air vents installed at high points of systems and operating freely.
- f. Check and set operating temperature of heat exchangers to design requirements.

10. Automatic Controls:

- a. Verify that control components are installed in accordance with Project requirements and functional, including electrical interlocks, damper sequences, fire stats and smoke detectors.

- b. Controlling instruments shall be functional and set for designed operating conditions. Factory pre-calibration of thermostats will not be acceptable.
 - c. Temperature regulation will be adjusted for proper relationship between controlling instruments and calibrated by control subcontractor using data submitted by TAB firm. The correctness of final setting shall be proved by taking hourly readings for a period for three (3) successive 8-hour days in a typical room on each separately controlled zone. Total variation shall not exceed two (2) degrees from present median temperature during entire temperature survey period.
11. TAB firm will not instruct or direct Contractor in any of the work, but will make such reports as are necessary direct to Owner. Plans and miscellaneous adjustment devices for purpose of adjustment to obtain optimum operation conditions; install these devices in a manner that will leave them accessible and readily accessible, provide access as required by TAB firm.
12. Provide Plans, Specifications, and Change Orders to TAB firm.
13. Provide approved submittal data on equipment installed and related changes required to accomplish test procedures outlined in this Section of the Specification.
14. Transmit one (1) copy of the following 'Record for Owner' to TAB firm for review and comments:
- a. 'As installed' drawings.
 - b. Approved Fixture Brochure.
 - c. Approved Wiring Diagrams.
 - d. Approved Control Diagrams.
 - e. Approved Sequence of Operations
 - f. Shop Drawings.
 - g. Instructions.
 - h. Valve Charts.

1.6 HVAC TESTING, ADJUSTING AND BALANCING

A. Testing and Balancing Air Systems:

- 1. Test and adjust air systems to conditions set forth in Plans and Specifications. Air systems include:
 - a. Supply Air Systems.

- b. Return Air Systems.
- c. Exhaust Air Systems.

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

B. Testing and Adjusting of Water System:

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

C. Testing and Adjusting of Automatic Controls:

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

D. Marking of Settings:

1. Before final acceptance of reports is made, TAB firm shall furnish Owner the following data:
 - a. Summary of main supply, return and exhaust dust pilot tube traverses and fan settings indicating minimum value required to achieve specified air volumes.
 - b. A tabulated record of temperature in all spaces on each separately controlled zone, together with outside temperature at time of measurement.
 - c. A list of measured air quantities at each outlet corresponding to temperature tabulation specified above.
 - d. Air quantities at each return and exhaust air-handling devices.
 - e. Supply pressure readings entering and leaving each supply fan, exhaust fan, filter, balancing dampers and other components of system. These readings shall be related to fan curves in terms of CFM handled.
 - f. Motor current readings per phase at each equipment motor. Voltage at time of reading shall be listed.
 - g. Water pressure reading at gauge connections. Pressure readings at coils and pumps shall be related to coil and pump curves in terms of GPM flow through metering stations at each coil if applicable.
 - h. Water temperature readings entering and leaving each coil and heat exchanger under maximum load conditions in each case.
2. The final report shall certify test methods and instrumentation used, final velocity ready obtained, air quantities at each outlet supply, return, exhaust, temperature, pressure drops, RPM of equipment, amperage of motors, air balancing problems encountered, recommendations and uncompleted punch list items.
3. A summary of actual operating conditions shall be included on each system outlining normal and/or ventilation cycles of operation. The intent of final report will provide a reference of actual operating conditions for Owner's operating personnel.
4. 'Certificate of Substantial Completion' will not be signed by the Garland Independent School District (GISD) unless an acceptable TAB report has been provided and accepted by GISD.
5. Insure that all systems area balanced at the proper time in the opposite season.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION - 01452301

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS, 9 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DESCRIPTION OF REQUIREMENTS.

- A. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a Change Order. Temporary utilities services required for use at the project site include but are not limited to the following:
 - 1. Water service and sewer.
 - 2. Temporary electric power and light.
 - 3. Telephone service and internet.
 - 4. Provide adequate utility capacity at each stage of construction.
 - 5. Prior to availability of temporary utilities at the site, provide trucked-in-services for start-up of construction operations.
- B. Temporary construction and support facilities required for the Project include but are not limited to the following:
 - 1. Temporary heat.
 - 2. Field offices and storage sheds.
 - 3. Sanitary facilities, including drinking water.
 - 4. Dewatering facilities and drains.
 - 5. Temporary enclosures.
 - 6. First aid station.
 - 7. Project identification, bulletin boards and signs.
 - 8. Waste disposal services.
 - 9. Rodent and pest control.
 - 10. Construction aids and miscellaneous general services and facilities.
 - 11. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer and Project Manager.
- C. Security and protection facilities and services required for Project include but are not limited to the following:
 - 1. Temporary protected interior walkway between occupied building areas.
 - 2. Dust barricade between occupied building areas and work areas.
 - 3. Temporary fire protection.
 - 4. Barricades, warning signs, lights.
 - 5. Sidewalk bridge or enclosure fence for the site.
 - 6. Environmental protection.
 - 7. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer.
 - 8. The Contractor shall provide a temporary barrier whenever a certain area of the

school is sealed off for remodeling work for phasing purposes. The barrier shall be made of 3/4" plywood or drywall, and it shall extend from floor to ceiling, wall to wall. The temporary barrier shall have a door which can be locked. This barrier will remain until work in the specified area is completely finished. The barrier may subsequently be moved to a different location, provided that it still meets the requirements. Proper signage should be displayed near the temporary barrier, according to safety regulations. Any temporary barriers will need to be coordinated with the emergency egress plan of the building.

9. Barrier requirements for minor renovation work will be discussed and agreed upon at weekly progress meetings.

1.4 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Project Manager, Architect, testing agencies, and authorities having jurisdiction.

1.5 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas (including dumpster, construction trailer, temporary fencing, silt fence, storage units and portable toilets), and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of relevant Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
 1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 1. Locations of dust-control partitions at each phase of the work.
 2. HVAC system isolation schematic drawing.
 3. Other dust-control measures.
 4. Waste management plan.

1.6 QUALITY ASSURANCE

- A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
 1. Building Codes, including local requirements for permits, testing and inspections.
 2. Health and safety regulations.
 3. Utility company regulations and recommendations governing temporary utility services.
 4. Police and Fire Department rules and recommendations.
 5. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
 6. In addition, comply with "Environmental Impact" commitments the Owner or previous

Owners of the site may have made to secure approval to proceed with construction of the Project.

- B. Standards: Comply with the requirements of NFPA Code 241, "Safeguarding Construction, Alterations, and Demolition Operations", the ANSI A10.6 "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".
- C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for require inspections and tests by governing authorities, and obtain required certifications, and permits for use.
- D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

1.7 PROJECT CONDITIONS

- A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services or facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services of facilities, and do not permit them to interfere with the progress of the Work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
- C. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.
- D. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.
- E. The roof removal and new roof installation shall proceed on a phased basis to minimize risk to the School's ongoing operations and its property. The GC shall be responsible for protection of interior spaces from damage during roofing work.
- F. Distribute material, debris, and equipment over the roof deck to avoid damage to the structural deck. Not more than two weeks supply of material shall be stored on a roof at any given time. Place materials and equipment to be stored on the roof as nearly direct over structural members as can be determined. Secure equipment, material, and debris on the roof to prevent movement by wind or other elements. Contractor assumes full responsibility for loading on the structural deck or roofing materials during roof replacement operations.
- G. Consult with the A/E and the Bond PM regarding permission for the use of selected areas with the building. Coordination will also be held with the Principal and / or site staff.
- H. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- I. Areas utilized for temporary facilities, staging area, construction access and controls, shall be reestablished to its original condition at the time of substantial completion or demobilization, whichever comes first.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect/Engineer. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
- B. Portable Chain-Link Fencing: Minimum 2-inch 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame- spread rating of 15 or less per ASTM E 84.
- D. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, PM, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases. Assign one desk for the Project Manager and/or Architect, with printer and scanner access.
 - 2. Conference room of sufficient size to accommodate meetings of 8 individuals (minimum). Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
 - 3. Coffee maker and supplies.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. These shall be weather tight, structurally sound, compliant with applicable codes and shall be secure
 - 2. Store combustible materials apart from building.
- D. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the Project site.
- E. Self-Contained Toilet Units:
 - 1. Sanitary facilities include temporary toilets, with facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for type, number, location, operation, and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the Project's needs.
 - 2. Provide single-occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide at least one for every thirty (30) employees.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary of Work."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.

- a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
 4. Maintain separation of student staff during interior renovation of school areas with plywood partition floor to ceiling or floor to deck with doors and hasp lock and osha approved signage.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. Electrical power service to the project office trailer and other elements and areas of the Contractor's office and staging area is to be provided by the Contractor by means of a temporary power service with a temporary account separate from the facility electrical power service.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Project Manager's office.
 - g. Principal subcontractors' field and home offices.
 3. Provide superintendent with cellular telephone.
- K. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications. The computer should be equipped in a manner that provides effective access of project electronic documents and use of electronic communications (e-mail), printer and scanner. Wireless internet access optional.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Provide temporary parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated in this section.
 - 2. Temporary Signs: Provide other signs as indicated and as required to informing the public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
 - 4. No other signs shall be allowed on site with the exception of those that are safety oriented. No signs serving as advertisement shall be allowed.
- D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- F. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Paint and maintain appearance of walkway for duration of the Work.

- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

- J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 3. Insulate partitions to control noise transmission to occupied areas.
 - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - 5. Protect air-handling equipment.
 - 6. Provide walk-off mats at each entrance through temporary partition.

- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking on school property per State Law.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.

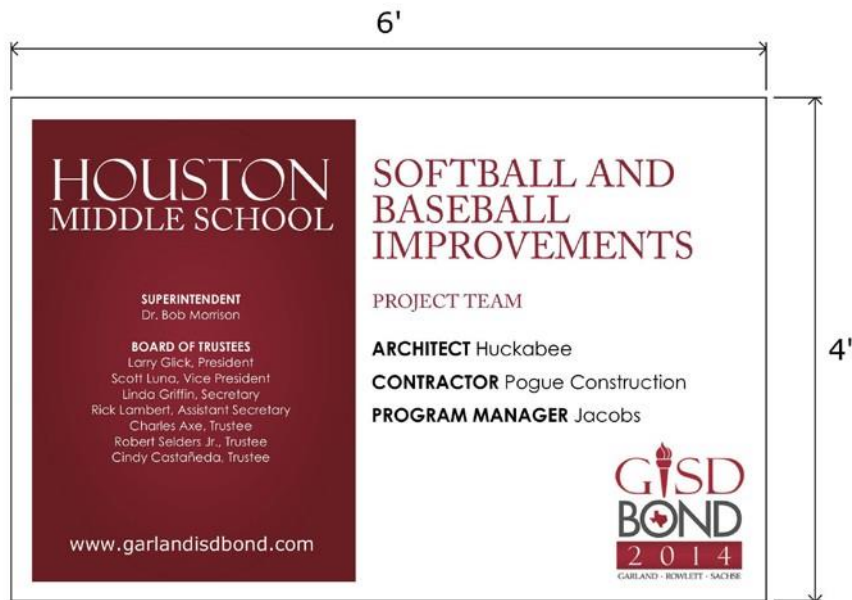
3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."
- E. TEMPORARY CONSTRUCTION SIGN (Sample Sign), IF APPLICABLE.



3.6 GROUNDBREAKING CEREMONY (New Facilities Only)

- A. At a time designated by the Owner after project award, the Owner will conduct a groundbreaking ceremony on the project site. The General Contractor will provide support and materials to the Owner for purposes of conducting that ceremony. This support will include providing, but may not be limited to, the following;
1. Land movers to be on site as a backdrop to the groundbreaking.
 2. Sandpit at a location coordinated with the owner.
 3. Collection of shovels and hardhats from the Construction Services office and transport them to the groundbreaking ceremony.
 4. Cleaning and transportation of shovels and hardhats to the Construction Services office after the groundbreaking ceremony.
 5. Bottled water for participants.
 6. Temporary chairs and tables to seat up to one hundred attendees.
 7. All weather access to the site and sandpit.

Contractor shall not be permitted to have advertising or marketing materials on site above and beyond what is provided by the Owner.

END OF SECTION 01 50 00

SECTION 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS, 5 PAGES.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes requirements for temporary facilities (Swing Space) for the purpose of relocating students to provide temporary classroom facilities during construction activities.
- B. Related Sections:
 - 1. Division 00 Section titled “Technical Proposal”
 - 2. Division 01 Section title “Temporary Facilities and Controls”

1.3 DESCRIPTION OF REQUIREMENTS

If the school buildings will be in use during construction, the Work shall be conducted in phases as proposed in the phasing drawings. Contractor will provide temporary classroom buildings for swing space, per the requirements indicated in this section. District will provide moving services to relocate movable classroom furnishings, fixtures and/or equipment in/out of each phased zone. The number of temporary buildings and classrooms which will be made available during the project shall not exceed the numbers summarized below:

SWING SPACE TYPE	Project
Maximum External Temporary Swing Space Classrooms (to be provided by Contractor)	None
Maximum Temporary Restrooms	None
Swing Space Classrooms Provided Within Existing Facilities	None

The Contractor can submit, as part of the proposal, alternate phasing plans that can potentially save the District time and money.

If no external or internal temporary swing space classrooms are indicated above, then Contractor will be required to schedule work during holidays, weekends, or hours other than regular school hours, and price its work accordingly. A Garland ISD representative must be present at the school during times that the Contractor is working at the school site. Contractor will be responsible for overtime costs for Garland ISD staff for presence at the school site outside normal hours of school operation, including holidays.

- A. If students must be displaced from classroom areas due to the phasing and execution of the work according to the Contractor’s work plan, the Contractor shall be responsible for providing, on a turn-key basis, temporary facilities for those displaced students.
- B. If the Contractor elects to utilize Swing Space, they must include all costs associated with the removal, transportation, installation and dismantling, including, but not limited to:
 - 1. Equipment relocation
 - 2. Transport and setup

3. Maintenance of the temporary facilities for the duration of their use (i.e. HVAC, electrical, and other building repair and maintenance needed, not custodial maintenance)
4. Site work and utilities
5. ADA/TAS Accessible ramps and sidewalks
6. Stairs
7. Skirting
8. Interior finish-out
9. Miscellaneous specialties (i.e. marker boards, tack boards, flag holders, map clips, fire extinguishers)
10. Signage
11. Wall Clock and bell to interface with the existing system at the school
12. Coordination with movers for relocation of Furnishings, Fixtures, and Equipment (FF&E)
13. Breakdown, removal, and transport of the Swing Space at the completion of its use
14. Restoration of the site following removal of facilities
15. P.A. to interface with the existing system at the school

1.3 SCOPE OF WORK

The intent of this scope item is for the Contractor to dismantle and remove the District's existing portable building at the site(s) identified in this section, and relocate to the campus requiring swing space as identified in Section 10.7. Contractor shall be responsible for a turnkey dismantling, transportation and setup of these portable buildings.

Schools with existing portables to be utilized for this project and the portable count are as follows:

Name of School	Portable Details (Include ID# and Single/Double)
N/A	

Removal of Existing Portables from Other Schools. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Project Manager before the temporary buildings are expected to be dismantled and demobilized from any of the above sites. Scope may also involve demolition of sidewalks, canopies, electrical as identified in the contract documents. Again, the intent of this scope of work is for the contractor to provide turnkey dismantling, and removal of identified portables and associated infrastructure. Refurbish site(s) where portables / sidewalks are removed.

Transportation of Existing Portables from Other Schools to the Project. Contractor shall provide turnkey transportation services, including management of any required permits, for safe transportation of existing portables from any of the above site to the project. Any removal and replacement of any fencing, or other obstacles for relocation of such buildings shall be the responsibility of the Contractor.

Installation of Portables at the Project. Provide turnkey services for delivery, set-up, maintenance, removal, and restoration of the site for temporary classroom buildings to accommodate phased construction for the Garland ISD Program.

- A. Engineering: The Contractor will provide site engineered civil, utility, blocking plan/foundation plan, sidewalk design and deck/ramp design sufficient to receive a Building Permit from the City, for each site for the installation of all temporary classroom buildings. Existing canopies, sidewalks, foundation details, technology, fire alarm etc. at the schools may be used as a guide for the scope expectations also.
- B. Location: The locations of the temporary classrooms are as indicated on the site plan drawings.

- C. Permits: The Contractor will coordinate and obtain the permits as required by the City for placement of the classroom buildings at each site. This includes the permits required for the transportation of the classroom buildings.
- D. Temp. Facilities: Roll off dumpsters will be provided by the Contractor as required for clean-up during installation and removal of swing space.
- E. Clean up: Final broom sweep of the building(s) and removal of trash and debris from each site will be provided by the Contractor prior to occupancy of the swing space by the students and staff. Floor waxing or shampooing will be provided by the Contractor prior to occupancy by the students and staff. Provisions for site restoration upon completion of the delivery of the modules and/or completion of the scope of work will be provided by the Contractor. Upon the removal of the buildings all underground utilities and/or structures associated with the temporary classroom buildings will be removed and discarded. The concrete sidewalks will be removed and discarded. Rough grading will be performed and new sod will be placed to restore the area to its original condition.
- F. Site Preparation: Garland ISD has made no provisions for any site preparation and/or demolition as may be required for the delivery and/or installation of the portable buildings. Any site preparation and/or demolition that might be required for installation of the temporary classrooms will be included in the Contractor's scope.
- G. Construction Fencing: The contractor will maintain a clean and safe site environment within the limits of the temporary classroom construction area. Temporary chain link construction fencing 6' high will be installed around the perimeter of the limits of construction.
- H. Sodding: Upon the removal of the buildings, the Contractor will provide sod within the limits of construction associated with the temporary classroom scope of work. Any irrigation of the new sod will be provided by Garland ISD.
- I. Site Utilities (if applicable): The Contractor will provide the sit utility connections required for the temporary classroom buildings. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Garland. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- J. Storm: All storm water management and any sedimentation control will be the responsibility of the Contractor. Gutters and downspouts will be installed as needed by the Contractor.
- K. Sanitary (if applicable): The Contractor will install all fixtures, stub all sanitary lines below the floor and manifold to one location at the edge of the building(s). All final connections, utility company charges and impact fees that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Garland. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- L. Water (if applicable): The Contractor will install all fixtures and stub all water lines to one location at the edge of the building(s). All final connections, utility company charges and impact that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Garland. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- M. Natural Gas: No provisions for any gas service are anticipated at the present time.
- N. Life Safety: Building(s) will be approved and inspected by the Texas Department of

Licensing and Regulation. Any provisions for fire suppression, fire sprinkler system or fire rated assemblies that might be required will be included in the Contractor's scope of work.

- O. Fire Alarm: The contractor will provide and install fire detection systems as required by the building code and the City.
- P. Electrical: The contractor will provide and install electrical systems as required by the building code and the City. Installation and electricity consumption costs associated with the swing space will be the financial responsibility of the Contractor.
- Q. Mechanical: The Contractor will supply and install the standard end mount HVAC units. The condensate from both HVAC units of a classroom building will be harnessed together and discharged into a 24" diameter by 36" deep French drain filled with gravel. All condensate piping will be PVC but will be protected where directly exposed to UV radiation.
- R. Internet Access: The Contractor will provide wireless internet access appropriate for the swing space.
- S. Skirting: After the modules are installed, the Contractor will install full perimeter skirting around the building(s) using the same material and finish as that of the building siding to provide a consistent finish down to grade. Sections of skirting will be perforated as required for proper crawl space ventilation. Access to the crawl space will be accomplished by removing sections of the skirting.
- T. Decks/Stairs: The Contractor will install landings at the exit doors of the building(s) within the limits of construction as required by code and the City. Landings will utilize pressure treated wood construction with slip resistant surface treatment and handrails.
- U. Ramps: The Contractor will install handicapped accessible ramps at the exit doors of the building(s) within the limits of construction as required by code and the Local City. Ramps will utilize pressure treated wood construction with slip resistant surface treatment and handrails.
- V. Sidewalks: The Contractor will install 4' wide, 4" thick, 3,000 psi concrete sidewalks to service the building(s) within the limits of construction. Sidewalks will receive a light broom finish and be poured on select fill and/or sand bed.
- W. Foundation and Anchorage: The swing space facilities should be securely anchored to a foundation system which utilizes some means of structural support, as determined by a certified structural engineer. Provide construction documents that depict the foundation system as designed and certified by a structural engineer.
- X. Hitch/Tires/Axles: Hitches will be removed and stored under building while tires and axles are to remain on the modules. Tires and axles will be removed only if necessary to complete the building installation due to site constraints and will also be placed under the modules.
- Y. Keys. Contractor shall coordinate with the District for re-keying of all swing space buildings. Provide 10 sets of keys for each building. Doors shall be provided with hardware to enable locking of the buildings from the inside also, and shall have vandal resistant hardware.

Dismantling / Removal of Temporary Buildings. Contractor shall demobilize/dismantle/remove the temporary buildings from site only upon mutual agreement with the Project Manager and Garland ISD. The temporary buildings shall not be removed from site unless the classrooms that are being renovated under the "Work" of the Contract have been substantially completed and all system upgrades/installation/repairs are completed to accommodate students. Under no circumstances shall the temporary buildings be demobilized if it is deemed by the Project Manager and Garland ISD that student safety is a potential issue or if the demobilization is likely to adversely impact the student instruction schedule. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Project Manager before the temporary buildings are expected to be dismantled and demobilized from the site.

Maintenance and Final Cleaning. Garland ISD will be responsible for the day-to-day cleaning and janitorial services such as floor cleaning, floor vacuuming, trash removal, etc. Contractor shall be responsible for other maintenance of the temporary buildings, including vandalism. Maintenance of building structure and systems (HVAC, Plumbing, Electrical, Lighting, etc.), for the duration that the buildings are on the School site shall be the responsibility of the Contractor. Contractor shall be responsible for rendering the Project site to its original condition after removal of the temporary buildings, including cleaning and grading and ground cover, termination of the temporary facilities and connections per the requirements of the Owner, the City of Garland and/or the relevant Government Agency or applicable code. Removal of foundations for the buildings, sidewalks, canopies, ramps etc. will be the responsibility of the Contractor.

Coordination with Project Schedule and Phasing Plan. Contractor shall provide a detailed schedule listing all relevant milestones for the installation and dismantling of swing space buildings as part of the overall project schedule. Activities may include, but are not limited to:

1. Texas Accessibility Standards (TAS) submittals, if required,
2. Procurement of permit to transport the prefabricated buildings from another school to the Project site,
3. Procurement and delivery of the prefabricated temporary buildings,
4. Coordination with the power, water, sanitary sewer and any other applicable utility companies to obtain permits and procure additional primary connections, if required.
5. Installation of canopies, sidewalks, fire alarm systems etc.

Lack of understanding of involved coordination and approval processes, and delays caused thereby shall not be grounds for claim(s) for any contract time extension(s). Contractor shall assume a reasonable time frame from the date of issuance of the Notice –To- Proceed for the installation of these swing space buildings, and coordinate the timing for the delivery and installation of the temporary classroom buildings with the Project schedule.

SECTION 01 60 00 - PRODUCT REQUIREMENTS, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 4. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product.
Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 3. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 73 00 – EXECUTION, 9 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
 - 3. Division-07 Section "Penetration Fire stopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 5 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching

of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that will result in increased maintenance or decreased operational life or safety. Operational elements may include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Conveying systems.
 - i. Electrical wiring systems.
 - j. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, reduce their capacity to perform as intended, or that will result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility company that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Project Manager. Submit log at project completion for project records.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results.
Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations

or loading in excess of that expected during normal conditions of occupancy.

- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - 2. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer;

comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
 6. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually

agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Provide necessary daily cleaning during construction to maintain premises and adjoining public properties free from construction waste, debris and rubbish, and dust caused by operations.
 2. At completion of each day, remove waste materials and rubbish; store tools, equipment, machinery and surplus materials; and clean all sight exposed surfaces.
 3. If Contractor fails to clean up each day and at the completion of his Work, the Owner may do so and charge the cost thereof to the Contractor. At his next pay application a deductive change order will be processed and there is no appeal for back charges due to clean up.
 4. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 5. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 degrees F.
 6. Containerize hazardous and unsanitary waste materials separately from other waste.
Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Cleaning Materials: Use only cleaning materials recommended by manufacturer of the surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, whether completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- L. During Construction:
 1. Oversee cleaning and ensure that building(s) and ground(s) are maintained free from accumulations of waste materials and rubbish.
 2. Sprinkle dusty debris with water.
 3. During progress of Work, clean-up site and access and dispose of waste materials, rubbish and debris at least once every week.
 4. Provide dump containers and locate on site for collection of waste materials, rubbish and debris on a daily basis.
 5. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.
 6. Remove waste materials, rubbish and debris from site and legally dispose of at public or private dumping area.
 7. Lower waste materials in controlled manner with as few handlings as possible; do not drop or throw materials from heights.
 8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties.
Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.11 GROUND PENETRATING RADAR EXECUTION

- A. Contractor is to utilize Ground Penetrating Radar (GPR) and submit report results to the Architect prior to commencement of work. The following scopes of work are examples in which GPR can be used, but are not limited to these specific applications.

- 1. Boring
- 2. Coring
- 3. Drilling
- 4. Excavating
- 5. Saw-cutting

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion.
 - 2. Final completion.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of item on the list, and reasons why the Work is not complete.
 - 2. Advise the Owner of pending insurance changeover requirement.
 - 3. Grant the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits and similar releases.
 - 4. Complete startup testing of systems.
 - 5. Complete Owner's Training. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Complete final cleaning requirements, including touch-up painting.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, the items listed in 1.3 of this section must be complete. The Contractor must also complete the following:
 - 1. Submit specific warranties, final certifications, and similar close-out documents.
 - 2. Prepare and submit Project Record Documents, including construction photographs, damage or settlement surveys, property surveys, and similar record information.
 - 3. Submit test/adjust/balance report records.
 - 4. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.
 - 5. Complete final cleaning and repair of all areas, including touch-up painting.
 - 6. Submit final close-out submittals.

7. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
8. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
9. Submit demonstration and training video recordings.

B. Close-out submittals include, but are not necessarily limited to, as applicable:

1. Project Record Documents described in Section 01 78 39.
2. Certification of Substantial Completion (AIA Form G704)
3. Certificate of Final Completion (Exhibit D – Form of Final Completion Notice)
4. Certificate of Final Acceptance by the Architect (Exhibit H of the A/E Agreement – Form of Final Completion Certification with punch list sign-off)
5. Certificate of Final Completion by the Project Manager (Exhibit C of the PM Agreement – Form of Final Completion Certificate)
6. TEA Certificate of Project Compliance.
7. Final Change Order.
8. Final Acceptance for Payment to include acceptance of Final Change Order and therefore no work or retainage outstanding
9. Consent of Surety to Final Payment
10. City's Certificate of Occupancy
11. Contractor's Final Affidavit of Release of Liens
12. Contractor's Guarantee
13. Letter from Contractor listing all subcontractors and suppliers with contact information.
14. Transmittal listing Keys: Contractor shall prepare an itemized key list in complete detail ending in a statement that the keys were turned over, the Contractor's signature, a line stating that the keys were received and the receiver's signature. Copies of this list should be retained by the Contractor and receiver and a copy sent to the Architect, PM and Owner. Keys should be identified with tags corresponding to the approved room number designation.
15. Operating, Instruction and Maintenance Manuals for Equipment. For Facilities use, provide one (1) copy of all O&M manuals at substantial completion. For records, provide two (2) two (2) copies of all O&M manuals at final closeout.
16. Verification of training conducted: Provide copy of sign-in sheet. For Facilities use, provide one (1) DVD copy of all training sessions at substantial completion. For records, provide two (2) DVD copies of all training sessions at final closeout.
17. Final approved submittals for HVAC Controls System, Data Cabling System, and Fire Alarm System, and Security System.

Refer to Attached "General Contractor Close out checklist" at the end of this section.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file.

1.6 WARRANTIES

- A. Submittal Time: All warranties shall commence on the date of substantial completion.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document. Coordinate paragraph below if Division 01 Section "Operation and Maintenance Data" is used.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.
- D. Refer to attached checklist of warranties and close out customized by the Architect for each campus.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Remove tools, construction equipment, machinery, and surplus material from Project site.
- d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- f. Sweep concrete floors broom clean in unoccupied spaces.
- g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- h. Clean transparent materials, including mirrors and glass in doors and windows.
Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- i. Remove labels that are not permanent.
- j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces.
Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 01 77 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal: Submit two paper copies set as well as PDF electronic files of marked-up record prints and two sets of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal: Submit two paper copies set as well as PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit two paper copies as well as PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy set as well as PDF electronic files of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy set as well as PDF electronic files of each submittal.

- E. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, submit marked-up record prints to Architect. The Architect will then prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as a paper copy as well as in scanned PDF electronic file(s) of marked up paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.

- B. Format: Submit record Product Data as a paper copy as well as scanned PDF electronic file(s) of marked up paper copy.
 - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING, 4 PAGES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.
- B. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of completing each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date of video recording.
 - 2. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.

5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.

7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.

8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 2. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner through Project Manager with at least 10 days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

END OF SECTION 01 79 00

AGREEMENT made as of the XX day of XX in the year XXXX
(In words, indicate day, month and year)

BETWEEN the Owner:

Garland Independent School District
501 South Jupiter Road
Garland, Texas 75042

And, the Contractor:

XXXX
XXXX
XXXX
XXXX

For the following Project:

(Name location and detailed description)

(The Work, unless otherwise expressly stated, shall be considered as a single project, whether one or more campuses or facilities)

Construction of an office for the Garland ISD Technology Department (org. 926)

The Architect:

(Name legal status, address and other information)

The Owner and Contractor agree as follows:

DRAFT

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, and any Modifications, appears in Article 9. This Agreement may not be amended or revised except by written agreement signed by the Owner and Contractor.

ARTICLE 2 THE WORK OF THIS CONTRACT

Unless otherwise provided in these Contract Documents, the Contractor shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, Construct, erect and equip in accordance with the Contract Documents except to the extent 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 stated in a Notice to Proceed issued by the Owner, or the District may execute the Agreement (also referred to as the “Contract for Construction”) and submit the Agreement to the Contractor for signature and return with the required bonds and insurance, with a required time for return. The date of commencement shall be the date of return of the executed Agreement and valid bonds and insurance as required in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended, Article 11.

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

§ 3.3 The Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work not later than << >> (<< >>) calendar days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

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

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

§ 3.4 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

§ 3.4.1 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of [] (\$) for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein.

3.5 FINAL COMPLETION

3.5.1 Timely final completion is an essential condition of this contract. Contractor agrees to achieve final completion of the Work within 60 days of the designated or extended substantial completion date.

§ 3.5.2 Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as Exhibit "D".

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 **Subject to additions and deletions and other provisions in the Contract documents,** The Owner shall pay the Contractor for the Contractor's performance of the Contract the following amount for construction and completion of the Work: [Not to Exceed:] (\$) Refer to Exhibit "G" for contract sum breakdown.

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

(State the numbers or other identification of accepted alternates. If decisions on other alternatives are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

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

Refer to Exhibit "C" for breakdown

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

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

§ 4.4.1 All construction contracts shall contain a contingency allowance. The Owner Controlled Contingency Allowance is to be used only for expenditures which do not require a Change Order. The Owner Controlled Contingency Allowance may be used to pay for changes in the Work, including but not limited to those resulting from hidden or unforeseen conditions. The Owner Controlled Contingency Allowance maybe used to pay claims. Use of the Owner Controlled Contingency Allowance must be authorized in advance by the Superintendent of Schools or designee. The Owner Controlled Contingency Allowance: [] (\$): Refer to Exhibit "E" for breakdown.

§ 4.4.2 Other Allowances, if any, are as follows:

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.

« »

§ 5.1.3 The Contractor shall concurrently submit monthly Applications for Payment to the Architect and Project Manager on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Project Manager approve the application, he shall submit a Certificate of Payment to the Owner. The Architect and Project Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Project Manager shall have seven (7) days from the date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the amounts certified by the Architect and Project Manager to the Contractor within thirty (30) Calendar Days of receipt of the Certificate for Payment from the Architect and Project Manager, unless provided otherwise in the Contract Documents.

§ 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 or Project Manager may require. This schedule, unless objected to by the Architect and Project Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «Five» percent («5.00» %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201™–2007, General Conditions of the Contract for Construction as amended;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «Five» percent («5.00» %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect and Project Manager has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 as amended.

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

- .1 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007 as amended.
- .2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, Owner shall be entitled to deduct such liquidated damages, amounts and fees from any payments due the Contractor at any time.
- .3 In case Contractor fails to complete the Work, or has unsettled claims with Owner, any final payment to Contractor shall be subject to deduction for such amounts as the Architect and Project Manager shall determine as the cost for completing incomplete work and the value of unsettled claims for which Contractor is responsible.

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

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

« »

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect and approved by the Project Manager.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Work has been completed and accepted by the Garland Independent School District Board of Trustees.

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 CLAIMS AND DISPUTES

Claims shall be resolved in accordance with Section 15 of AIA Document A201-2007 as amended.

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 A201–2007 as amended.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.3 The Owner’s representative is the Superintendent of Schools or his designee:

(Name, address and other information)

« »
« »
«Garland Independent School District »
«501 South Jupiter Road »
«Garland, Texas 75042 »
« »

§ 8.4 The Contractor’s representative:

(Name, address and other information)

« »
« »
« »
« »
« »
« »
« »

§ 8.5 The Contractor’s representative shall not be changed without written consent of the District, which shall not be unreasonably withheld.

§ 8.6 other provisions:

§ 8.6.1 Where reference is made in this Agreement to a provision of the General Conditions, or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.6.2 All sums due hereunder are payable in Garland, Dallas County, Texas.

§ 8.6.3 This Agreement, in its entirety, is deemed performable in Dallas County, Texas. Any litigation to construe or enforce any term or condition of the Contract Documents shall be brought in the State Courts of Dallas County, Texas. In the event of any such litigation, the prevailing party shall be entitled to recover reasonable attorney fees and cost of court.

§ 8.6.4 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 the Owner for the work, actions and omissions of all such subcontractors.

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

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

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, which collectively shall govern the relationship of the parties to this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, as amended, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, as amended and attached to this Agreement, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated []:

[REDACTED]

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in subparagraph 9.1.3.:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Title of Specifications exhibit: Exhibit [“B”]»

Section	Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

§ 9.1.5 The Drawings are as follows are dated [] unless a different date is shown in the attached:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«Title of Drawings exhibit: Exhibit [“A”]»

Number	Title	Date
[REDACTED]	[REDACTED]	[REDACTED]

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]

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

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

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 as amended.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

This Agreement is entered into as of the day and year first written above and is executed in at least Four (4) original copies, of which one is to be delivered to the Contractor, one to the Project Manager for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

_____ ; >>

CONTRACTOR *(Signature)*

_____ << ><

(Date)

DRAFT

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

XXXX
XXXX
XXXX
XXXX

THE OWNER:
Garland Independent School District
501 South Jupiter Road
Garland, Texas 75042

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

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- 15 CLAIMS AND DISPUTES**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor, as amended, (hereinafter the Agreement), Conditions of the Contract as amended, (General, Supplementary and other Conditions), Contractor's proof of Payment and Performance Bonds and proof of insurance, 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid, or portions of Addenda relating to bidding requirements). Any reference to any Contract Documents shall mean the document as amended and/or supplemented for this Project.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement, either written or oral, between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Project Manager and the Contractor, (2) between the Architect and Contractor, (3) between the Owner and a Subcontractor or Sub-subcontractor or (4) between any persons or entities other than the Owner and the Contractor. The Project Manager and/or 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 public 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 or 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 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 PROJECT MANAGERS

The Owner may use Project Managers to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Project Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Project Manager, including the assignment of the Project Manager, may be changed by the Owner during the Project.

§ 1.1.9 DISTRICT BUSINESS DAY

A District Business Day is a day the Administration Building is scheduled to be open, unless closed by the Superintendent of Schools for inclement weather or other reason. Days the Administration Building is normally closed are Thanksgiving Break,

Winter Break, Spring Break, and Summer Break, per the calendar adopted by the Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.10 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.

§ 1.1.11 APPROVED, APPROVED EQUAL

The terms Approved and Approved Equal relate to the substitution of materials, equipment, or procedure approved in writing by the Architect.

§ 1.1.12 ABBREVIATIONS

ADA	American Disabilities Act
AA:	American Institute of Architects
ACI:	American Concrete Institute
ASHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
HAZCOM	Hazard Communication
HAZMAT	Hazardous Materials
NES:	National Electrical Code
NPDES	National Pollutant Discharge Elimination System
NIC:	Not in Contract, Indicates work not to be done by this Contractor under this Agreement
OSHA:	Occupational Safety and Health Administration
VPS:	National Institute of Standards and Technology Voluntary Product Standard (formerly SPR – Simplified Practice Recommendation)
UL:	Underwriters Laboratories, Inc.
TAS:	Texas Accessibilities Standards
TDSHS	Texas Department of State Health Services

§ 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 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.

§ 1.2.1.2 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 OPTIONAL MATERIALS, EQUIPMENT AND PROCESSES

Contractor may submit for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal or better than the requirements of the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions. The Owner may approve substitutions only when the substitution is clearly proven by the Contractor to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with existing installations and complimentary to the architectural design for the Work. Contractor shall bear all related costs associated with the substitution.

§ 1.2.5 PRODUCT AND REFERENCE STANDARDS

When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices which the Contractor knows, or in accordance with the standard of care for a 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.

§ 1.2.6 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 and identified references to Paragraphs, Subparagraphs, and Clauses in the documents, 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If a Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Signing the Construction Agreement shall be considered as signing all Contract Documents identified.

§ 1.5.2 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. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect, the Project Manager and Owner, and Architect will issue a written Architect's Supplemental Instruction to all parties that is consistent with the Owner's Scope of the Work.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.

The Drawings, Specifications and other Documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim copyright in the Drawings, Specifications and other documents prepared by the Architect or Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the written consent of the Owner, Architect and Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants copyrights or other reserved rights.

§ 1.7 FORMS AND FORMAT

The Owner requires that the Contractor shall use and/or respond to certain Owner-furnished forms during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

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 presence of the Owner, Project Manager or Architect at the Work site does not imply acceptance or approval of the Work.

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

§ 2.1.5 At any time prior to the Owner's receipt of the executed Agreement with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in this Agreement by delivering to the Contractor a written notice stating the rejection. Such notice shall be signed by the Owner's Director of Purchasing or designee, and shall be effective on receipt by the Contractor. The rejection of the offer described in this Agreement shall cause no obligation or duty to the 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Not Used

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

§ 2.2.3 If requested to do so, in writing, by Contractor, prior to start of the Work, Owner shall at Owner's sole discretion furnish a survey describing physical characteristics, legal limitations, utility locations which are known to the Owner for the site of the Project, and a legal description of the site. Contractor may rely on the accuracy of the survey produced by the Owner. The survey shall not relieve Contractor from its obligations to examine the site, or exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 Information or services reasonably necessary for the Work and under the Owner's control shall be furnished by the Owner with reasonable promptness where requested in writing by the Contractor. Under normal circumstances, fourteen (14) District Business days will be considered a reasonable time for Owner response. In any circumstance where information or services from the Owner, Project Manager or Architect is required, Contractor shall promptly notify in writing the Architect, with copy to the Project Manager, of the particular need. Absent such notification, any Claim based upon lack of such information or services shall be waived.

§ 2.2.5 Contractor will be furnished, free of charge, two (2) 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.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct non-conforming or defective Work, fails to correct Work which is not in accordance with Contract Documents, or fails to carry out Work in accordance with the Contract Documents, then 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. The Authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools or designee.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the services of the Architect's, Project Manager and other consultant's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 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.

§ 2.5 OWNER'S OCCUPANCY

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

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or Project Manager in the 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 Not Used

§ 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 Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or in accordance with the standard of care for a General Contractor, should have recognized, such error, inconsistency or omission and failed to report it to the Architect.

§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.4 Neither the Owner nor 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 which in accordance with the standard of care for a General Contractor, should have been discovered by the Contractor or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.5 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate modification. If the Contractor fails to perform the obligations of Sections 3.2.1 or 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized, or, in accordance with the standard of care for a General Contractor, should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

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

- .1 the location, condition, layout and nature of the Project site and surrounding areas,

- .2 generally prevailing climatic conditions,
- .3 anticipated labor supply and costs,
- .4 availability and cost of materials, tools and equipment and
- .5 other similar issues.

§ 3.2.7 Notwithstanding the delivery of a survey or other document by the Owner, Contractor shall perform all work in such a non-negligent 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage. Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between the Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent Contractor status described herein. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students, and teachers, staff and visitors, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner's property and immediate removal from the site.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of the Contract Documents.

§ 3.3.5 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and Project Manager and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The Owner may terminate this Agreement pursuant to Article 14 Termination if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. **THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW.**

§ 3.4.4 The Contractor shall comply with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record for all employees and applicants for employment who have or will have continuing duties related to the contracted services and who have or will have direct contact with students ("covered employees or applicants"). Contractor shall certify to the District in writing before beginning work that it has complied with the requirements of Texas Education Code 22.0834. Contractor may use the forms provided by Texas Association of School Boards. Contractor shall also provide the felony conviction letter provided by the District before beginning work. Contractor shall provide identifying information on covered employees upon request from the District.

§ 3.4.4.1 Contractor shall not assign any covered employee or applicant with a "disqualifying criminal history" as defined below to work on the contracted services. If at any time Contractor receives information that a covered employee or applicant has a reported disqualifying criminal history, the Contractor will immediately remove the covered employee or applicant from the Work and notify the Owner immediately.

§ 3.4.4.2 Contractor shall comply with Texas Education Code 22.0834 regarding required criminal history record information that relates to a covered employee or applicant of its subcontractors. Contractor shall obtain the required certifications prior to any subcontractor employee beginning work on District property. Contractor shall provide copies of all certifications provided by subcontractors to District within three business days of receipt from the subcontractor. Contractor shall also notify each subcontractor of its obligation to comply with Texas Education Code 22.0834; and, that subcontractor shall not assign any covered employee or applicant with a "disqualifying criminal history" to work on the services required pursuant to this Agreement and that if at any time subcontractor receives information that a covered employee or applicant has a reported disqualifying criminal history, the subcontractor will immediately remove the covered employee or applicant from the Work and notify the Contractor and the Owner immediately. Subcontractors may use the forms provided by Texas Association of School Boards.

§ 3.4.4.3 "Disqualifying criminal history" means any conviction of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060 (an offense involving moral turpitude; an offense involving a form of sexual or physical abuse of a minor or student or other illegal conduct in which the victim is a

minor or student; a felony offense involving the possession, transfer, sale, or distribution of or conspiracy to possess, transfer, sell or distribute a controlled substance, as defined by Chapter 481. Texas Health and Safety Code or by 21 U.S.C. Section 801 et seq.; an offense involving the illegal transfer, appropriation, or use of school district funds or other district property; or an offense involving an attempt by fraudulent or unauthorized means to obtain or alter a professional certificate or license). Title 5 felony or other offense requiring registration as a sex offender if the victim of the crime was below the age of 18 or enrolled in a public school or an equivalent offense under federal law or the laws of another state, as well as conviction of any felony, or of any misdemeanor involving moral turpitude as defined by Texas law.

§ 3.4.4.4 Contractor's employees and subcontractors shall be identified by a photographic identification badge issued by a District approved third party company at the Contractor and subcontractor's expense. The third party company shall verify that contractor and subcontractors have fulfilled their obligations with regard to criminal record history background checks and may be used to verify compliance with the federal Drug Free Workplace Act of 1988, or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The badge must be renewed annually.

§ 3.4.4.5 Contractor's violation of this section shall constitute a substantial failure under Article 14.

§ 3.4.5 If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the Owner with this Agreement showing compliance.

§ 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Materials, equipment, and Work not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, unless such maintenance is Contractor's responsibility, improper operation, or normal wear and tear. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Work has been constructed in conformance with the Architect's or Engineer's plans, specifications, and Contract Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036 (c)(3)(F). The Contractor shall deliver to the Owner its written guarantee, in the form attached to this contract as Exhibit "B", guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury except from proper and usual wear and tear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper, imperfect or of unsatisfactory material and/or workmanship, without cost to the Owner, and to make good all damage caused to other work or materials, or to the Owner's property, real and personal, due to such improper, imperfect or faulty material and/or workmanship, and/or due to the required replacement or re-execution. Such warranty periods shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the project. This guarantee shall be made to cover a period of one (1) year from the date of Substantial Completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by it before acceptance and final payment is made.

§ 3.5.2.1 Upon written notice from the Owner, the Contractor shall promptly remedy defects as covered by his guarantee. If Contractor does not respond to Owner's written notice, either by beginning corrective work or notifying the Owner in writing stating when work will begin, within ten (10) days of receipt, the Owner may take measures to correct the work himself and Contractor will be obligated to reimburse Owner's costs. If notice of defects covered by warranty are given in writing to the Contractor on a timely basis, the obligation to provide the warranty work may extend beyond the one year warranty period until the warranty defect is remedied and accepted by the Owner. The Contractor shall provide bond coverage to extend for the one (1) year period of the guarantee to insure performance under the terms of his obligation. The provisions of this paragraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.2.2 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion.

§ 3.5.3 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of

- .1 An affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, or
- .2 An affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standard, or
- .3 such further reasonable proof as is required by the Architect.

§ 3.5.4 The warranties of Contractor provided in Subparagraph 3.5.1 and 3.5.2 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.5 Contractor and Owner acknowledge that the Project may involve construction work on more than one school building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of substantial completion, dates upon which the one-year warranty on each phase or building, which is substantially complete, will expire, and dates of final completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one month prior to the expiration of the one (1) year warranty period on each building or each phase of the building that has been substantially completed. If Owner, Architect or Project Manager discovers during the warranty period, deficiencies not previously reported, Contractor shall accompany the Owner, Architect and Project Manager on an inspection of such deficiencies and Contractor shall be responsible for correcting any such deficiencies not caused by the Owner or the use of the building. For extended warranties required by various sections, i.e., roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within fifteen (15) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one month prior to the expiration date, Contractor's warranty obligation described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.6 Contractor shall certify that the Work has been constructed in accordance with the Contract Documents. Any work performed by the Contractor that is not in accordance with the Contract Documents is defective and a breach of this agreement unless the Owner has agreed in writing to waive the defect. The Contractor shall provide all reasonable assistance in achieving compliance with building code specifications, accessibility standards, and Texas Education Agency Commissioner's rules in the Work.

§ 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 Garland Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certificate in lieu of sales tax on the purchase, rental or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing this Contract with the Garland Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s), shall comply with the applicable rulings of the State Comptroller.

§ 3.6.3 The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Cities of Garland, Rowlett, and Sachse and shall pay all taxes for which he may be liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

§ 3.6.4 Title to all purchased under as resale certificate shall vest in the District at the time of initial possession by the Project Manager and shall be used only in performance of Services under this Agreement. Project Manager shall cause such items to promptly be marked, labeled or otherwise physically identified as the District's property. Project Manager shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Project Manager. Any tangible personal property purchased under a resale certificate as described above not fully used up in the Services shall remain with the District.

§ 3.7 PERMITS, FEES, AND NOTICES

§ 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 and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and are required when are received or negotiations concluded. All connection charges or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility. The Contractor shall also obtain all permits and approvals, and on a reimbursable basis, pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Expenses shall not include fines assessed the Contractor. Contractor's obligations under this paragraph may require it to perform engineering services to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process that modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.1.1 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also, after consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Paragraph may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect, Project Manager and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. It is neither the Contractor's or the Owner's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, then the Contractor shall promptly notify the Architect, Project Manager and Owner in writing, and necessary changes may be accomplished, if appropriate, by appropriate Modification.

§ 3.7.4 Not Used

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor

shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Owner shall pay directly to the relevant jurisdiction those fees presently called “Storm Water Disposal Fees” to the water and sewage departments. Contractor shall ascertain amounts and advise Architect. Water meter charges shall be paid by the Contractor.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of revising of services to the Project. The Contractor shall inform the Architect and Project Manager at once when the Owner’s participation is required. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 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 or the Owner’s Contingency, at Owner’s discretion, shall be adjusted accordingly. The amount of the adjustment 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 To avoid delay in the Work, provided that if a decision is needed to avoid delay, Contractor shall notify Architect and Project Manager in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by Owner who shall not be transferred from the Work without Owner’s consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed (1) to preclude the promotion within Contractor’s organization of any person assigned to Work or (2) to give rise to any liability of Contractor if any person assigned to the Work leaves Contractor’s employ. Contractor shall provide an adequate staff for the proper coordination and expedition of the work. Owner reserves the right to require Contractor to dismiss from the work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to subcontractors, sub-subcontractors and their employees. All of Contractor’s and Subcontractor’s personnel shall comply with all applicable health, safety, and loss prevention rules of applicable authorities. Contractor shall, at its own expense, remove from the Work any person who fails to comply with such rules and instructions in any material respect.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

§ 3.10.1 A detailed, critical path method schedule format shall be used for the Contractor’s construction schedule with thorough updates to the schedule prepared at least monthly. All schedule updates shall address the subject of how the Contractor intends to address any critical path delays previously encountered. The schedule and all updates should address submittal activities as well as actual field construction activities.

§ 3.10.1.1 In the event Contractor shall fall behind schedule at any time, for any reason which does not justify an extension of the Substantial Completion date or any required interim completion dates required by the Contract Documents, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, re-sequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract with regard to Contract Time. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the scheduled recovery efforts, except as to causes of delay to the critical path not the fault of the Contractor under the Contract Documents. No approval or consent by the Owner of any plan for re-sequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such re-sequencing or the failure of Contractor to meet the Scheduled Completion Date or other requirements of the Contract with regard to the Contract Time.

§ 3.10.1.2 In the event that the Contractor is entitled to an extension of the Substantial Completion Date or any required interim completion date under the Contract Documents, Owner shall be entitled to direct the acceleration or re-sequencing of the Work in order to achieve the prior scheduled Substantial Completion Date or interim completion dates, and Contractor shall be reimbursed for the amount of the premium portion of overtime actually incurred in respect thereto and shall be entitled to an increase adjustment to the Contract Sum to the extent of the premium portion of overtime so incurred. Before proceeding with any such Owner-directed acceleration plan under this subparagraph, the Contractor shall have received the Owner's prior written approval of the plan and its anticipated not-to-exceed cost.

§ 3.10.1.3 If the bid documents contain a Project schedule setting out the beginning and ending of construction, or if there are any other limits on the time of performance set out in the Contract Documents, the Contractor shall promptly after being awarded the Contract, develop a construction schedule reasonably defining a plan for completing the Work within the required time.

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's and Project Manager's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule, and allows the Architect and Project Manager reasonable time to review submittals.

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

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner, the Architect and Project Manager. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Project Manager and Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these Supplementary Conditions as progress reports) as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Architect.

§ 3.10.4.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 The Owner's need for delivery of completed work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any scheduled completion dates and milestone dates set out in the Contract Documents. The Contractor shall perform the work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates, and Contractor acknowledges and agrees that if these dates are not met, there may be a relaxation in the needed delivery dates because of the school calendar. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met for

reasons not the fault of the Contractor, Contractor will develop with the Owner, Project Manager and Architect a plan and a budget under the Change Order provision of the Contract Documents to meet such a situation either (at Owner's option) by accelerating the Work to overcome the delays, or suspending or otherwise slowing the Work to efficiently take advantage of any relaxation in Owner's need for the completed Work.

§ 3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum, if: 1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, 2) such rescheduling is required for the convenience of the Owner and is not attributable to any act or omission of Contractor.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor is to furnish or cause subcontractor to furnish, for the Owner and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.11 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project Site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall insure that the Work, at all times, is performed in a manner that affords the Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in a manner that public areas adjacent to the site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: 1) any area and buildings adjacent to the site or the Work or 2) the building in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly; provided, however, any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Contract Documents.

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

§ 3.15 CLEANING UP

§ 3.15.1 On a daily basis the Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for protection of the Work, including damaged or broken glass, and at substantial completion of the Work shall repair or replace damaged work. The Contractor shall perform the following final cleaning at the completion of the Work:

- .1 Remove all temporary protections;
- .2 Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other Work;
- .3 Remove spots, mortar, plaster, soil and point from ceramic tile, marble and other finish materials from all surfaces and other Work;
- .4 Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and leave in an undamaged and new condition; and
- .5 Clean all surfaces and other Work in accordance with recommendations of the manufacturer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner, Project Manager, their designated representatives and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS OWNER, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONSULTANTS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECT AND THE PROJECT MANAGER (COLLECTIVELY, “THE INDEMNIFIED PARTIES”) OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE OVER (COLLECTIVELY “THE LIABILITIES”). IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR. AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES. COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS’ COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.3 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative.

§ 4.1.2 Owner shall notify Contractor when the duties, responsibilities or limitation of authority of the Architect have been modified.

§ 4.1.3 In case of termination of employment of the Architect, the Owner may elect to appoint a replacement Architect, or at its option may elect to complete the Project using an architect or engineer from Owner's staff to perform the balance of the Architect's functions on the Work.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Contract Documents by the responsibilities, activities or duties of the Architect.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 Certain portions of the administration of the Contract will be performed by the Architect, others by the Project Manager. Both the Architect and the Project Manager will be treated as the Owner's representatives to the extent set out in the Contract Documents. Neither the Architect nor the Project Manager shall have the authority to act on behalf of Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect or Project Manager.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 neither have control over, or, charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. Contractor's Responsibility. Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Owner will not have control over, be in charge of, and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other person performing portions of the Work.

- .1 The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions.
- .2 Upon reasonable request by the Owner, the Contractor shall accompany the Owner and Architect on an observation tour(s) of the building and shall note any defects and start remedying these defects within ten (10) days of the observation tour. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect.
- .3 Notwithstanding the requirements for site visits in the printed portion of A-201, Paragraph 4.2.2, the provisions of Article 1.6.6 of the Architect's Contract shall govern the number of site visits by the Architect. In this case, the Owner and Architect may agree in writing on an alternative site visit schedule that is appropriate for this particular project.
- .4 If during the Architect's site visits he observes any deviation from requirements of the Contract Documents, the Architect (or designee) shall report within three (3) business days to the Owner any such deviation. A copy of said report shall be sent to the Contractor. Failure to observe or report any deviation shall not be a waiver to subsequently require correction of the same, similar or other deviations.

§ 4.2.3 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault or neglect of the Contractor.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report to Contractor, Project Manager and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data, and Samples.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either.

§ 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 subcontractors of a separate contractor.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Project Manager through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or Entity. Failure of the Owner or Architect to reply promptly 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, Project Manager 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, Project Manager 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

§ 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.

§ 5.2.5.1 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.

§ 5.2.6 Contractor shall promptly notify the Owner, Architect and Project Manager of any material defaults by any subcontractor.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. 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 in writing; and
- .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.
- .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 Contractor.

§ 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.

§ 5.5 RESPONSIBILITY

§ 5.5.1 Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner.

§ 5.5.2 Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialmen or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other Work with separate Contractors or forces. Owner shall have access to the building on the site at all times.

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

§ 6.1.3 The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor, technology contractor, or security and access controls contractor. Contractor shall not be required to contract directly with the hazardous materials abatement contractor or Owner's separate contractor's however, Contractor shall coordinate all aspects of the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this Agreement. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of work contained therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Project Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of the hazardous materials abatement contractor and any of Owner's separate contractors.

§ 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 on proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

§ 6.2.3.1 If the Architect or Project Manager is required to provide contingent additional services as provided in the Agreement between the Owner and Project Manager or the Architect, specifically relating to additional compensation for the Architect or Project Manager for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the addendum to the Owner/Architect Agreement, such services shall be paid for by the Contractor through the Owner, unless there is negligence of omission by the Architect, Owner and Project Manager.

§ 6.2.3.2 If the Architect provides services in connection with a public hearing, or legal proceeding, except in the case where the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversights, inattention to detail, failure to investigate or failure to follow the Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 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 clean-up will be performed on a daily basis. The Owner and/or Project 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 these site clean-up 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. The Contract Sum and/or Contract Time may be increased for changes in the Work if the provisions of Article 7 have been met.

§ 7.1.1.1 No changes in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless prior to performing the changed Work the Contractor has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within ten (10) days of receiving the directive, submit a change proposal to the Owner, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Section 15.1.

§ 7.1.1.2 **CONTINGENCY AUTHORIZATION** A change in the work that does not require a change in Contract Sum or Contract Time may be paid from the Contingency Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Architect and signed by the Owner, Contractor and Project Manager directing a change in the Work. A CAEA shall not be used for minor changes in the Work.

§ 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.

§ 7.1.2.1 Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the work or supply additional labor, services, or materials beyond that actually required by the terms of the Contract Documents, unless made pursuant to a written order from Owner authorizing Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. 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.

§ 7.1.4 The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the Architect.

- .1 Each separate Change Proposal shall be numbered consecutively and shall include materials, costs, labor costs, fees, overhead and profit. The Proposal shall specify all cost related to the proposed Change in the Work, including any disruption or impact on performance;
- .2 The Subcontractor's itemized accounting shall be included with the Change Proposal;
- .3 If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the Architect and Project Manager;
- .4 A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix;
- .5 Upon written approval of a Change Proposal by the Owner, the Architect and the Project Manager; the Architect will prepare a Change Order authorizing such change in the Work; and
- .6 The Contractor shall request extensions of Contract Time due to changes in the Work only at the time of submitting its Change Proposal. Contractor's failure to do so shall represent a waiver of any right to request a time extension.

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten (10%) percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor's, four (4%) percent of the amount due the subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten (10%) percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, four (4%) percent of the amount due the Sub-subcontractor.

- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustment to the Contract Sum may include those listed below:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality takeoffs, material prices by item and of related labor hour pricing information and extension (by line item by drawings as applicable);
- .2 unit prices stated in the Contract Documents or subsequently agreed upon and supported by sufficient substantiating data to permit evaluation;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee or the percentage fee established at 7.1.5; or
- .4 As provided in Subparagraph 7.3.7.

§ 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 The Construction Change Directive shall include a unilateral change in the Contract Sum and/or Contract Time reflecting the Owner's reasonable view of the appropriate change in the Contract Sum and/or Contract Time for the change in the Work covered by the Construction Change Directive. Until agreement is reached by the Owner and Contractor on these issues, the changes in Contract Sum and Contract Time set out in the Construction Change Directive shall be used for schedule of values, payment and scheduling purposes.

§ 7.3.4 Not Used

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

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

§ 7.3.7 In the absence of agreement between Owner and Contractor on the proper change to the Contract Sum or Contract Time because of a change in the Work, Contractor may treat the matter as a Claim under Paragraph 15. In such event, the Contractor shall be entitled to recover only the amount by which its direct costs have been reasonably increased over the direct cost of performing the Work without the change in the Work, plus three percent (3%) on Subcontractor's Work) of direct cost to cover home office overhead, profit and all other costs. Direct costs shall be limited to the following:

- .1 Reasonable Cost of Labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;
- .2 Materials, supplies and equipment including cost of transportation, whether incorporated or consumed;
- .3 Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. Unless otherwise established in the Contract, the rental value of the Contractor's own equipment shall not be more than normal local rental rates for contractor-owned equipment;
- .4 Premiums for all bonds and insurance permit fees and sales, use or similar taxes related to the Work; and
- .5 Cost of Subcontractor for performing the change Work. The amount allowable for Subcontractors shall be calculated using the same standards set out herein for direct Work by the Contractor.
- .6 Additional cost of supervision and field office personnel directly attributable to the change.

Contractor and each Subcontractor involved shall furnish evidence of costs such as copies of original invoices for materials, payroll vouchers for labor, etc., upon request by the Architect, Owner or Project Manager. Any increase in Contract Time shall be limited to the amount of time by which activities critical to overall completion of the Project are delayed by the change in the Work. If it is reasonably possible to perform the change in the Work concurrently with Work that is critical to overall completion, no time extension shall be granted by reason of a change in the Work.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract Sum shall be actual cost of the work deleted, including all profit and overhead, plus the Contractor's allocated percentage of three (3%) percent on Subcontractor's work of direct cost to cover supervision, field office and home office overhead, profit and all other costs.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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 late 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such

insurance. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period.

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

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not substantially completed by the date of Substantial Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed in performing work that is critical to overall completion of the Work by an act or neglect of the Owner, Architect or Project Manager, or of a separate contractor employed by the or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire, or by unusually adverse weather conditions, as defined below, then the Contract Time shall be extended for a reasonable time to reflect the impact of the delay on Work critical to achieve Substantial Completion within the Contract Time, provided the performance of the Work was not delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. Adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused or could not have reasonably been anticipated by the Contractor, and could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and only if Contractor satisfies the conditions of this Paragraph 8.3. Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of the Contract Time.

§ 8.3.1.1 The Contractor shall anticipate and include in the construction schedule lost time due to adverse weather conditions in accordance with the number of Lost Time Workdays per month in the Garland area in accordance with the following schedule:

January – 5
February – 4
March – 5
April – 6
May – 6
June - 4
July – 4
August – 4
September – 5
October – 4
November – 4
December – 4

A request for a time extension based on unusually adverse weather conditions will not be permitted unless the cumulative actual days of Lost Time Workdays for the period when the critical path of the project is subject to impact from Lost Time Workdays exceeds the cumulative number of expected Lost Time Workdays for the same period. The final calculation of entitlement to a time extension cannot be made until the Project is completed and the time extensions for unusually adverse weather may not be made until that time. However, Contractor will submit claimed Lost Time Workdays in accordance with the submission times provided in 8.3.2. No day on which substantial Contractor forces are able to perform the work on the Project for more than fifty percent (50%) of the usual workday will be counted as a Lost Time Workday. Lost Time Workdays will not be calculated for any period when the critical path of the project is not subject to impact from adverse weather conditions.

§ 8.3.2 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. If Contractor's request for time extension for Changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15th) day of the month following the denial. Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.

§ 8.3.2.1 Owner, after consultation with the Architect and Project Manager, shall grant time extensions to the extent it believes them to be proper. Time extensions granted by the Owner may be incorporated into schedules for completion of the Work. In

the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the Owner, it may make a claim for them provided it can meet the requirements of Paragraph 15.1.

§ 8.3.3 LIMITATIONS ON DAMAGES FOR DELAY

Except for the Contractor's right to terminate this Contract pursuant to the provisions of Article 14 hereof, the Contractor's sole remedy for any delay shall be an extension of time as set forth herein unless the same shall have been caused by acts constituting interference by the Owner, Architect and/or Project Manager with the Contractor's performance of the Work but only to the extent that such acts continue after the Contractor's written notice to the Owner of such interference. The Owner's exercise of its rights under Paragraph 3.10.1 hereof, or the Owner's exercise of any of its remedies for correction or re-execution of any defective Work, will not under any circumstances be construed to be interference with the Contractor's performance of the Work. Except as permitted above, in no event shall the Contractor be entitled to any compensation or recovery of any damages, impact damages, extended overhead or other costs, with regard to the extent or frequency of such delays.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit to the Architect and Project Manager a schedule of values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect and Project Manager. Once approved by the Architect and Project Manager, and updated for changes in the Work, the schedule of values shall be used only as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The schedule shall not overvalue early job activities. Each item shall include a pro-rate portion of overhead and profit. The schedule shall follow the trade divisions of the Specifications so far as practicable.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At the time specified in the Contract, the Contractor shall submit to the Architect and Project Manager an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The Contractor shall submit Applications for Payment in triplicate, using AIA documents G702 and G703 as referred to in Subparagraph 1.6.1.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders. Contractor agrees that, for purposes of Texas Government Code 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Project Manager's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Section 2251.042.

§ 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 to Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. 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 ANY 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 Not Used

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect and Project Manager to the Owner, based on the Architect's and Project Manager's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's and Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, 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 and Project Manager. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect and Project Manager have (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner in respect to the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract why payment should be withheld.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect or Project Manager may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Project Manager's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect or Project Manager is unable to certify payment in the amount of the Application, the Architect or Project Manager will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect or Project Manager cannot agree on a revised amount, the Architect or Project Manager 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 or Project Manager may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Project Manager's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

- .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 If the work has not attained Substantial Completion by the date agreed upon and set forth in the Amendments, subject to extensions of time as described in the Contract Documents, Owner may, in its sole discretion, direct Architect or Project Manager to withhold payment to Contractor to the extent necessary to reserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated Substantial Completion will be achieved. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, or 9.5.1, or this Section.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. After the Architect has issued a Certificate for Payment approved by the Project Manager, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect and the Project Manager. 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 Within ten (10) calendar days of receipt of payment from the Owner, the Contractor shall pay each subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Owner is not obligated to monitor payments to subcontractors or Sub-subcontractors, and nothing in this Subparagraph shall create any right on the part of a Subcontractor or Sub-subcontractor against Owner, Architect or Project Manager. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Contract. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 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 Neither Owner, Architect or Project Manager shall have any obligation to pay or see to the payment of any money to a Subcontractor or Sub-subcontractor.

§ 9.6.5 Payments to material 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 Contractor shall not withhold as retainage a greater percentage on Subcontractors or materialmen than the percentage Owner withheld as retainage from payments to the Contractor.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Owner does not pay the Contractor any payment which is due and owing under this Agreement and which has been certified by the Architect and Project Manager within thirty (30) calendar days of the date when it is due, then the Contractor may upon fourteen (14) additional calendar days written notice, stop the work until payment of amount owing has been received.

§ 9.7.2 If the Owner is entitled to reimbursement or payments 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 payments 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 payments 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 The Work or designated portions thereof as set out herein will not be considered Substantially Complete until (and the term Substantial Completion shall mean) the performance of the Work, or designated portion thereof, is to the point where (1) all Project systems included in the Work or designated portion thereof are operational, (2) as to such Work or designated portion thereof, all required governmental inspections and certifications required of Contractor have been made and posted, (3) as to such Work or designated portion thereof, designated initial instruction described in the Contract Documents of Owner's personnel in the operation of systems has been completed, and (4) as to such Work or designated portion thereof, all the required finishes set out in the Contract Documents are in place. 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 Owner agrees to accept separately, is Substantially Complete, the Architect and Project Manager shall prepare 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 When Contractor notifies Architect and Project Manager that it has completed or corrected items on the 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 Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections caused by act or omission of Contractor.

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

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

§ 9.8.6 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, subject to 11.2.2. 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, provided such occupancy or use is consented to by the insurer as required under 11.4.1 and authorized by local authorities having jurisdiction over the Work. The Owner will accept responsibility for security, heat, air-conditioning, pro-rated utilities, damage to the Work, and provide its own insurance. Contractor will continue its own insurance as specified elsewhere.

§ 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 expressly 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 and, when the Architect and the Project Manager find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect and the Project Manager will promptly prepare, sign and issue a Certificate of Final Completion and a Final Certificate for Payment certifying to the Owner that, on the basis of the Architect's and Project Manager's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance including all retainages found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and Project Manager's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as Exhibit "D" of the AIA A101.

§ 9.10.2 Neither final payment or any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such Claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorney's fees.

§ 9.10.2.1 Prior to final payment to the Contractor, the Contractor shall furnish Owner the documents required in Exhibit A of the AIA A201 as attached.

§ 9.10.2.2 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at: <http://tea.texas.gov/WorkArea/DownloadAsset.aspx?id=6202>.

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

§ 9.10.4 The making of

Final Payment shall not constitute a waiver of any Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor shall constitute a waiver of Claims by Contractor, except for any Claims then pending that comply with the requirements of Article 15.

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 and shall conform to all provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, Inc. latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration (“OSHA”) 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor’s duties herein shall not relieve any Subcontractor and any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards.

§ 10.1.2 Contractor’s employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, 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 (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor’s representatives, employees, agents, and sub-contractors 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 erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be

responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use 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, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance by authorities having jurisdiction and in writing by Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Project Manager and the Architect reasonable advance notice of the presence or use of such materials, equipment or methods.

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work.

Unless otherwise specified in the Contract Documents, Contractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651et. Seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g., a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 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.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner, Project Manager and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any 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.

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 Contractor is responsible for reviewing all Asbestos Hazard Emergency Act Management Plans on file with Owner and for obtaining sign-off from the Owner prior to commencing the Work. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Subparagraph 10.3.1.1), except in

accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined in Subparagraph 10.3.1.3).

§ 10.3.1.2 Owner and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

§ 10.3.1.3 For purposes of this Agreement, the term “Hazardous Substance” shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), The Resource Conservation and Recovery Act (“RCRA”), The Toxic Substance Control Act (“TSCA”), The Clean Water Act (“CWA”), The Clean Air Act (“CAA”), and the Marine Protection Research and Sanctuaries Act (“MPRSA”). The Occupational Safety and Health Act (“OSHA”), The Superfund Amendments and Reauthorization Act of 1986 (“SARA”), or other state super lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as “Environmental Laws”). It is the Contractor’s responsibility to comply with this Paragraph 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

§ 10.3.1.4 In those instances in which the presence of a Hazardous Substance was set forth in the AHERA documents or In which the Contractor has other written notice of such through information given to Contractor by Owner or its representative prior to execution of the Agreement, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of Work stoppage due to the existence of such Hazardous Substances which were not set forth in the AHERA plans and of which the Contractor has no other prior notice, Contractor may be entitled to a Claim for delay or Work stoppage if the requirements of Article 15 are not met.

§ 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

§ 11.0 INSURANCE GENERAL REQUIREMENTS

§ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by the Owner’s Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, the Contractor shall provide written notice to the Owner’s Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance certificates, binders, declarations, and endorsements themselves. In addition, Contractor shall also provide: 1) a duly executed Owner’s Certificate of Insurance; 2) a duly executed ACORD Certificate of Insurance, Form 25-S with the following modifications in the “Cancellation” Section: delete (line through) the words “endeavor to”; place the number 30 in the blank; and delete the words “but failure to shall impose no obligation of liability of any kind upon the insurer, its agents, or representatives”, or 3) a duly-executed ACORD Certificate of Insurance, Form 27, such form to be modified if necessary to include liability coverage. The Contractor shall furnish Owner copies of all insurance policies, amendments, renewals, notices, cancellations and additional endorsements within sixty (60) days after the execution of the Contract by Owner, and as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a rated not less than A minus VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, <http://www.ambest.com> and that permits waivers of subrogation.

§ 11.0.4 All liability insurance required herein shall name Garland ISD, its officers, employees, volunteers, elected officials, Project Managers, Architects and their officers, employees, representatives, risk management consultants, or agents, as an additional insured, except Contractor's Worker's Compensation insurance and Professional Liability insurance.

§ 11.0.5 All insurance required herein shall be primary insurance as respects the additional insured required by 11.0.4. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the additional insureds on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.0.6 Any failure of the Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Additional Insured Parties.

§ 11.0.7 Any workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor. Contractor shall be responsible for all policy deductibles and self-insured retentions.

§ 11.0.8 Contractor will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Contractor will provide Owner with Contractor and insurance carrier contact names and phone numbers. Contractor will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA Section 111.

§ 11.0.9 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 CONTRACTOR'S INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain, in a company or companies with a "Best Rating" of "A minus" or better, and licensed to do business in the State of Texas, such insurance as will protect the Contractor, the Owner, Project Manager and Architect, from claims set forth below which may arise out of, or result from, the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractual liability shall be the same limits as under 11.1.2 below:

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

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

The Owner, its officers, employees, volunteers, elected officials, Project Managers, Architects, and their officers, employees, representatives, risk management consultants, or agents, shall be covered as Additional Insureds for liability arising out of activities performed by, or for, or on behalf of, the Contractor, including general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no specific limitations on the coverage afforded the Additional Insureds except for Workmen's Compensation and Professional Liability.

- .1 a. Workmen's Compensation Statutory
 - b. Employer's Liability
 - \$500,000 each employee
 - \$500,000 disease, policy limit
 - \$500,000 disease, each employee
 - Coverage will include:
 - Waiver of subrogation in favor of Owner, Project Manager and Architect
 - Alternate Employers Endorsement, if applicable
 - Voluntary Compensation endorsement
 - All States coverage on an "if any" basis
-
- .2 Commercial General Liability
 - a. Bodily Injury and Property Damage:
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000 (per project)
 - Coverage to remain in place until Final Completion, however if Warranties are applicable, coverage shall remain in place until the expiration of the Warranties.
 - b. Products and Completed Operations
 - \$1,000,000 each occurrence, \$2,000,000 aggregate, to be maintained through annual renewals for a period of five years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.
 - c. Personal and Advertising Injury including contractual liability
 - \$1,000,000 each occurrence
 - d. Coverage will include:
 - Independent Contractors
 - Premise operations
 - Defense costs in addition to the limits
 - X, C, and U coverage
 - Broad form property damage including products/completed operations.
 - Contractual Liability sufficient to cover indemnity requirements in Section 3.18.1, subject to, policy terms and conditions
 - Contractor's Professional Liability endorsement CG 22 79 or equivalent (policy shall not contain a professional liability exclusion for "means and methods")
 - Additional insured, primary and non-contributing
 - If the additional insured endorsement maintained by the Contractor does not include completed operations coverage then the Contractor must purchase this coverage using form CG-20-37 (latest edition) or an equivalent form providing additional insureds with coverage for "completed operations".
 - Waiver of subrogation in favor of Owner, Project Manager and Architect
 - A standard ISZO CGL 2001 occurrence coverage form or equivalent

No modification or restriction of the standard ISO CGL coverage form Paragraph I – “damage to your work” exclusion. The “subcontractor exception” will not be removed via CG 22 94.
If there is work within fifty (50) feet of a railroad, endorse with CG 2417.

3. Business Automobile Liability (including owned, non-owned, hired, or borrowed vehicles);

Combined single limit \$300,000

Coverage will include:

Contractual Liability

Additional insured, primary and non-contributing

Waiver of subrogation in favor of Owner, Project manager, and Architect

Pollution liability which includes upset, overturn, and collision

Motor Carrier Act Endorsement (MCS 90), if applicable.

4. Umbrella Excess Liability coverages shall be:

a. \$ each occurrence

b. \$ aggregate

Limits as follows:

If Contract Sum is \$1,000,000 or less

\$1,000,000 each occurrence and \$2,000,000 annual aggregate

If Contract Sum is greater than \$1,000,000 up to \$5,000,000

\$5,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$5,000,000 up to \$10,000,000

\$10,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$10,000,000 to \$25,000,000

\$25,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$25,000,000

\$50,000,000 each occurrence and annual aggregate

Coverage will include:

Occurrence based form

Follow form of the primary coverage (commercial general liability, employer’s liability, auto liability) except for per project aggregate

Pay on behalf wording

Completed Operations

Waiver of subrogation to follow form of the primary

Additional insured to follow form of the primary

Annual aggregate limit

A drop down feature

5. Aircraft Liability, if applicable

Contractor will purchase aircraft liability coverage (including owned and non-owned) when aircraft are used in the performance of the work with the following minimum limits:

Bodily Injury \$10,000,000 each occurrence

\$10,000,000 each person

Property Damage \$10,000,000 each occurrence

6. Railroad Protective Liability, if applicable

Contractor will purchase a railroad protective liability policy when the work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, switches, and airspace. The limits and terms of coverage will be stipulated by the railroad.

7. Contractors Pollution Liability

Contractor will purchase a policy covering third-party bodily injury, property damage, and loss of use claims, including clean-up costs, as a result of pollution conditions arising from contractor's operations and completed operations. Completed operations coverage will remain in effect through annual renewal for no less than 5 years after final completion of the Work. The limits of coverage will be not less than:

\$3,000,000 each occurrence and annual aggregate

Coverage will include:

Mold and other fungi and bacteria

No exclusion for EIFS, if applicable

Additional insured, primary and non-contributing

A waiver of subrogation in favor of Owner, Project Manager and Architect

A retroactive date no later than the start of the Work, if applicable.

Occurrence form, if available.

8. Contractor's Professional Liability

If the Work performed by the Contractor or its subcontractors will include some responsibility for design, the Contractor will purchase or cause to be purchased and maintained a professional liability policy. The limits of coverage will not be less than:

\$1,000,000 each claim and annual aggregate

Coverage will include:

A waiver of subrogation in favor of Owner, Project Manager and Architect

A retroactive date that is the earlier of the start of design or the Work

Coverage for negligent acts, errors or omissions arising out of design or engineering services

An extended reporting period of 5 years after final completion

9. All Risk Builder's Risk Insurance

If Contractor is a Construction Manager-at-Risk, then, as specified in each Amendment Number One, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum. See Section 11.4 for Builder's Risk Insurance requirements.

§ 11.1.3 Certificates of insurance acceptable to the Owner, Project Manager and Architect shall be filed with the Owner and Architect prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning a fifty percent or greater reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor to the Owner, Project Manager and Architect in writing within five (5) business days of Contractor's information and belief.

§ 11.1.4 Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 11.1.5 TEXAS WORKERS' COMPENSATION INSURANCE

A copy of a Certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required 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 is required for the duration of the Project, including any Warranty Period.

Persons providing services on the Project ("subcontractor") in Texas Labor Code 406.096:

includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnished 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 do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amount and filing of any coverage agreements, which meets the statutory requirements of Texas Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the Project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (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.

The Contractor shall post on each 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.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all its employees providing services on the project for the duration of the project.
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project:

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the Certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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.

§ 11.2 OWNER'S AND ARCHITECT'S INSURANCE

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

§ 11.2.2 The Owner shall be responsible for purchasing and maintaining property insurance no later than the first to occur of the date on which the Owner begins to occupy or use any completed or partially completed portions of the Work, or the date of substantial completion of the Work. If Owner occupies or uses any completed or partially completed portions of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by any public authorities having jurisdiction over the Work, pursuant to Paragraphs 9.9.1 and 11.4.5. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk insurance shall be primary.

§ 11.2.3 Architect shall be responsible for purchasing and maintaining the Architect's liability insurance, worker's compensation insurance, and errors and omissions insurance as provided in the Owner-Architect Agreement.

§ 11.3 Not Used

§ 11.4 BUILDER'S RISK INSURANCE

§ 11.4.1 Contractor shall obtain, at its expense, a builder's risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance if applicable, in the amount of the initial Contract Sum, or if applicable, Guaranteed Maximum Price, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis. Policy shall contain no co-insurance clause. Coverage shall insure against the perils of fire, lightning, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, flood, earthquake, cold testing, collapse, subsidence, sinkhole, damage resulting from faulty workmanship or faulty materials, terrorism for certified and non-certified acts, law and ordinance coverage for renovations, and all other perils, and shall include materials stored on-site, off-site, and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of the Contractor, subcontractors, and sub-contractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Substantial Completion.

§ 11.4.2 Not Used

§ 11.4.3 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their

subcontractors, sub-subcontractors, agents and employees, and (3) Project Manager for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.4, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The foregoing waiver afforded the Architect, his agents, and employees, shall not extend the liability imposed by Section 3.18.3. The Owner or Contractor, as appropriate, shall require of the Architect, Separate Contractors, Subcontractors, Sub-subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Section 11.4.3. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.

§ 11.4.4 The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner.

§ 11.4.5 Contractor's builder's risk insurance shall be endorsed to allow partial occupancy (permission to occupy) by Owner. Contractor shall ensure that such partial occupancy will not cause cancellation, lapse, or reduction of this insurance.

§ 11.5 PERFORMANCE AND PAYMENT BOND

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

§ 11.5.1.1 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. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors upon request.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 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, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's and Project Manager'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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 or Project Manager Services required to analyze nonconforming Work shall be paid for by the Contractor.

§ 12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitations with respect to any obligations which the Contractor might have under the Contract Document. Nothing contained in this Paragraph 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 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 and any disputes related to the Work shall be governed by the laws of the State of Texas. The Contract is deemed performable entirely in Dallas County, Texas. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract or the Work, shall be brought in the State District courts of Dallas County, Texas. In the event of litigation, the substantially prevailing party shall be entitled to its reasonable and necessary attorney's fees that are equitable and just.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect 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 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been served only if the writing is delivered in person to the office of the party set out on the first page of the Standard Form of Agreement Between Owner and Contractor, or to such other address as has been previously clearly identified in writing by the addressee, or sent by registered or certified mail to that address.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Not Used

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work Required by the Contract Documents or by laws, ordinances, rules, regulations or order of public authorities having jurisdiction shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangement for such tests, inspections and approvals with an independent testing laboratory Employed by the Owner for this purpose, or with the appropriate public authority. Owner shall bear the normal costs of these services, but not any excess costs attributable to Contractor caused scheduling problems, other Contractor error or retesting. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from the Contractor.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor, after Final Certificate for Payment.

§ 13.8 NONDISCRIMINARY EMPLOYMENT

§ 13.8.1 In connection with the execution of this Contract, the Contractor shall fully comply with the District non-discrimination requirement cited below.

“The Garland Independent School District, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)”

During the performance of this Contract, the Contractor further agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or age,
- .2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these non-discrimination provisions.

Submittal to Owner of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

§ 13.9 CERTIFICATION OF NONSEGREGATED FACILITY

§ 13.9.1 This Subparagraph is applicable to Contracts and Subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.

§ 13.9.2 By the signing of this Contract, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term ‘segregated facilities’ means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period), it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11.

§ 13.10 PREVAILING WAGE RATES

§ 13.10.1 In compliance with laws of the State of Texas relating to labor (Acts 1933, 43 Leg. P.91. Chapter 45) 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 Garland Independent School 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.

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

§ 13.10.3 The attention of the Contractor and all Subcontractors is called to the following laws of the State of Texas relating to labor; Art. 5159, R.C.S.; Art. 1581, P.C.; Pat.; 5165, R.C.S.; Art. 1579, P.C.; Art. 1580, P.C.; and Art. 1581, P.C. In compliance with the above cited Art. 5159a, R.C.S., Sec. 2, 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 any Subcontractor under him.

§ 13.11 CERTIFICATION OF ASBESTOS-FREE PROJECT

§ 13.11.1 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 not less than two officers of the construction company.

§ 13.11.2 Final Payment shall not be made until this letter of certification has been received.

§ 13.12 CERTIFICATION OF LEAD-FREE POTABLE WATER SYSTEM

§ 13.12.1 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.

§ 13.12.2 The Contractor shall be responsible for the actions of Contractor's forces, and Subcontractor's forces to enforce the Owner's drug-free, alcohol-free, and tobacco-free zone. Contractor agrees to abide by Owner's policies prohibiting the use of tobacco, alcohol or illegal drugs in any form on any property owned, operated, or maintained by the Owner. Contractor agrees to require all subcontractors and sub-subcontractors to abide by these policies. Violation of this provision shall constitute a material breach of this agreement.

§ 13.13 FAMILY CODE CHILD SUPPORT CERTIFICATION

By signing this Agreement, the Contractor certifies as 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.

§ 13.14 Not Used

§ 13.15 NON-COMPENSATION REQUIREMENT

The Owner may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Owner to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Contractor is described as vendor in the statutory quote below:

"Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

§ 13.16 PROPRIETARY INTERESTS

§ 13.16.1 All information owned, possessed, or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and at any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Project, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an

independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this Subparagraph from persons, agents, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief to prevent or otherwise restrain a breach of this Agreement.

- .1 Contractor acknowledges and agrees that the Owner has an interest in maintaining and otherwise protecting the image and reputation of the Owner's official logo or emblem and any other trademarks, copyrighted or otherwise protected materials of the Owner (hereinafter referred to as the "Owner's Protected Materials"), and that in order to accomplish this purpose, the Owner must in all cases assure itself that the Owner's Protected Materials are at all times used in a manner consistent with the Owner's policies, administrative regulations, and this Agreement.
- .2 Contractor agrees that the Owner must, therefore, have the right to examine and approve or disapprove such use in writing in advance of use, the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed by the Contractor to be used in connection with any advertising or promotion utilizing Owner's Protected Materials.

§ 13.16.2 Contractor therefore agrees that it:

- .1 Will not produce, publish or in any manner use or distribute any such advertising, promotional or other materials prepared by or on behalf of the Contractor that have not been submitted to and approved in writing in advance by the Owner;
- .2 Will submit to the Owner for its examination and approval or disapproval, in advance of use, samples of such materials together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used;
- .3 The Owner agrees that the Owner will promptly hereunder to the Contractor examine and either approve or disapprove each submission and promptly notify the Contractor of its approval or disapproval.

§ 13.16.3 The Owner, on behalf of its minor schoolchildren, reserves the absolute right in its sole discretion to reject the content of any submission.

§ 13.16.4 Contractor agrees that nothing contained in this Agreement shall give to the Contractor any right, title or interest in the Owner's Protected materials and that the Owner's Protected Materials are, and are to be, the sole property of the Owner and that any and all use by the Contractor of the Owner's Protected Materials, and the goodwill arising therefrom, shall inure to the benefit of the Owner.

§ 13.17 RIGHT TO AUDIT

At any time during the term of this Agreement and for a period of four (4) years thereafter, the Owner or a duly authorized audit representative of the Owner, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, the Contractor shall refund the Owner the full amount of such overpayments within thirty (30) day of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due the Contractor.

§ 13.18 The Contractor shall have full responsibility for utilizing means and methods that may result in an overstress of any structure or any part or member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

§ 13.19 The Contractor shall protect and be responsible for any damage to or loss of its (his/her) work, tools, equipment, or material, from the date of the Contract until the acceptance of the Work and shall make good without cost to the Owner, any damage or loss that may occur during this period. All material affected by weather shall be covered and protected to keep it from damage while being transported to the site, as well as when it is stored on the site. The Contractor at its (his/her) own expense and option shall employ watchmen or erect fencing at such time as necessary to protect his work, tools, equipment or

material by the Contractor and the fact that the Owner has a watchman, if any, shall not mean that the Owner has undertaken, nor does the Owner undertake, to protect work, tools, equipment and materials from theft or mysterious disappearance.

§ 13.20 The Contractor should only take direction on any issues regarding the Project when provided by the Owner's Office of Construction Services or the Project Manager or Architect.

§ 13.21 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.

§ 13.22 RECORD DRAWINGS

At the completion of the Work, the Contractor shall submit, to Architect and Project Manager, a complete set of record drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items clearly shown. The Contractor shall submit these drawings in an acceptable medium, to the Architect.

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 ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following -reasons which are the sole grounds for termination under this Subparagraph 14.1.1.;

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
or

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

§ 14.1.3 If the Work is stopped for ninety (90) consecutive days for any reason described in Subparagraphs 14.1.1 or 14.1.2, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages to date of termination.

§ 14.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently 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 (14) 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 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 Otherwise is guilty of a material breach of 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; or
- .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 above reasons exist, the Owner, subject to any prior rights of the surety, 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 Take possession of the site and 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 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. Any further payment shall be limited to amounts earned to date of Contractor's removal.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architect's and Project Manager's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived exceed the unpaid balance, the Contractor and/or its surety, shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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 An adjustment shall be made to the Contract Sum calculated under Article 7. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, prior to notice of termination, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 **DEFINITION** A Claim is any demand or assertion by the Contractor that it should be paid more money than the Contract Sum or granted more contract time by the Owner because of action or inaction on the part of Owner, any Owner representative, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to the Work, that a time extension grant was inadequate, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.

§ 15.1.2 NOTICE REQUIREMENT

Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner, Project Manager and the Architect. The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date that is reasonably possible. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section shall be waived. It is imperative that Owner have timely, specific Notice of a potential problem in order that the problem can be mitigated promptly.

§ 15.1.2.1 In addition to the Notice required by Subparagraph 15.1.2, the Contractor shall also file a document captioned "Claim" with the Owner, Project Manager and Architect within ninety (90) days of occurrence of any event resulting in a Claim for damages, giving notice of the Claim. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

§ 15.1.3 After receipt of a Notice of Claim, the Architect shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, the Owner and the Project Manager via facsimile, regular mail or hand delivery. If the Architect fails to render a decision in writing within the fourteen (14) days, the Claim shall be deemed accepted. Within five (5) calendar days of receipt of the Architect's written decision, Contractor may file a written appeal of the decision to the Project Manager. The Project Manager shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, Architect and the Owner via facsimile, regular mail or hand delivery. If the Project Manager fails to render a decision in writing within the ten (10) days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Project Manager's written decision, Contractor may file a written appeal of the decision with the Deputy Chief of Operations. Within fourteen (14) calendar days of the receipt of an appeal, an Appeals Board consisting of the Deputy Chief of Operations, the Director of Design & Special Projects, and a representative of the offices of Legal Services shall render a written decision. Any Claim determination requiring a Change Order must be approved by the Board of Trustees. The filing, or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any Claim, excepting termination or under Owner's direction to stop the Work. Any Claim that would require expenditure in excess of \$10,000.00, or that would require a Change Order, must be reviewed by the Project Manager and the Appeals Board using the appeals process described in this section.

§ 15.1.4 CLAIMS HANDLING FOLLOWING CONSTRUCTION

The acceptance of final payment shall constitute a waiver of Claims by the Contractor, which have not previously been identified in a Notice of Claim under 15.1.2 and a Claim under 15.1.2.1 and specifically reserved in the final Application for Payment.

§ 15.1.4.1 PRE-LITIGATION MEDIATION

Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to Mediation. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Garland, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Contractor.

§ 15.1.5 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

Only if conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature, which 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 or (c) in the case of renovation Work, any condition of the pre-existing construction to be renovated, that is materially different from any of the conditions that could reasonably have been expected to be present in preexisting construction of the age and type encountered on the Project, then Contractor shall be entitled to make a Claim if it can satisfy all of the requirements of Paragraph 15.1.

§ 15.1.5.1 No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, review and preconstruction services which were given to Contractor by Owner, Architect or Owner's representative or which Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.6 CALCULATING CLAIM AMOUNT

In calculating the amount of any Claim, the following standards will apply:

- .1 No indirect or consequential damages will be allowed;
- .2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on; estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly;
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- .4 The maximum daily limit on any recovery for delay shall be the amount originally estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract;
- .5 No damages will be allowed for home office overhead or other home office charges, or any Eichleay formula calculation; and
- .6 No profit will be allowed on any Claim.

§ 15.1.7 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.8 CLAIMS FOR ADDITIONAL TIME

If the Contractor wishes to make Claim for an increase in the Contract Time, written Notice as provided herein shall be given. Any commencement of Work after a delay will serve to terminate that delay for purpose of Notice. Subsequent delays, whether of similar or a different nature and whether based on the same, similar or a different cause, shall require Notice.

§ 15.1.8.1 If adverse weather conditions are the basis for a Claim of additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could Not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to persons or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written Notice of such injury or damage, whether or not insured,

shall be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.1.10 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1** Damages incurred by the Owner for income, profit, financing, business and reputation, and for loss of management or employee productivity or 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, including but not limited to loss of profit on other projects.

§ 15.1.10.2 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 Subparagraph 15.1.10 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.

§ 15.1.11 NO WAIVER OF IMMUNITIES

Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

ARTICLE 16 CONTRACTOR ACCOUNTS, RECORDS, AND INSPECTION

§ 16.1 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the project. Contractor shall make sure reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project.

§ 16.2 For Construction Manager at Risk contracts, Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to any matters related to the Contract (including interviews with Contractor's personnel and Subcontractor's personnel) shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with Contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for pricing or claims submitted by the Contractor or any of its payees. The Owner or its designee shall be afforded access to all of the Contractor's records pursuant to the provisions of this Article throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

ARTICLE 17 BUSINESS ETHICS

§ 17.1 During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner, its Project Managers, or its Architects, or to family members of any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel, its Project Managers and its Architects.

§ 17.2 The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the Garland Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with the respect to the performing of such a contract. In the event the Construction Agreement is cancelled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.