

PROJECT MANUAL

CSP #2324-02 ***SPORTS FIELD DEMOLITION***

T.M. CLARK Elementary School
2250 Memorial Parkway
Portland, TX 78374

GREGORY-PORTLAND
INDEPENDENT SCHOOL DISTRICT

Construction Documents
January 18, 2024



pfluger



01/18/2023

Project No. 23-040

4466 S Staples Street, Suite 163
Corpus Christi, Texas 78411
P: 361.235.3434
pflugerarchitects.com

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 00 00 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	TITLE PAGE
00 01 10	TABLE OF CONTENTS
00 11 13	NOTICE OF REQUEST FOR PROPOSALS
00 21 16	INSTRUCTIONS TO PROPOSERS
00 42 00	COMPETITIVE SEALED PROPOSAL FORM
00 72 00	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
00 73 00	SUPPLEMENTAL GENERAL CONDITIONS
	CONSTRUCTION CONTRACT
	CERTIFICATE OF AUTHORITY AND INCUMBENCY
	PAYMENT BOND
	PERFORMANCE BOND
00 73 43	WAGE RATES
	SCHEDULE OF WAGE RATES

DIVISION 01 00 00 - GENERAL REQUIREMENTS

01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	SCHEDULE OF VALUES & PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT & COORDINATION
01 31 19	PROJECT MEETINGS
01 32 00	SCHEDULES, REPORTS & PAYMENTS
01 33 00	SUBMITTAL PROCEDURES
01 35 23	OWNER SAFETY REQUIREMENTS
01 70 00	PROJECT CLOSEOUT
01 74 23	FINAL CLEANING

DIVISION 02 00 00 - EXISTING CONDITIONS

02 41 16	STRUCTURE DEMOLITION
----------	----------------------

DIVISION 03 00 00 – THROUGH DIVISION 33 00 00 – NOT USED

END OF TABLE OF CONTENTS



01/18/2023

NOTICE OF REQUEST FOR PROPOSALS

Gregory-Portland Independent School District is accepting Competitive Sealed Proposals for

CSP# 2324-02 Sports Field Demolition

Proposals will be received [until 2:00 pm] on Thursday, February 15, 2024

The Purchasing Coordinator will receive, publicly open and read aloud the names and bid amounts of the proposers. The Selection Committee will evaluate and score each proposal and make a recommendation to the School Board for final approval.

Proposers are to submit three (3) copies of their proposal and one copy on a jump/flash drive in a sealed envelope labeled with CSP# 2324-02 to:

Gregory-Portland Independent School District
Attn: Chris Casarez, Purchasing Coordinator
1200 Broadway Blvd.
Portland, TX 78374

Proposal information and electronic copies of the Bid Documents are available beginning January 25 at:
www.g-pisd.org> Departments & Services> Business/Payroll>Vendor Opportunities

Questions regarding this item can be directed to:

Chris Casarez

ccasarez@g-pisd.org

(361) 777-1091 x-1039

SECTION 00 21 16

INSTRUCTIONS TO PROPOSERS

SECTION TABLE OF CONTENTS

PART 1 - GENERAL

- 1.01 Project Identification
- 1.02 Schedule for Receipt and Opening of Competitive Sealed Proposals
- 1.03 Obligations of Proposers
- 1.04 Conditions of The Work
- 1.05 Qualifications of Proposers
- 1.06 Pre-Proposal Conference

PART 2 - PROPOSAL

- 2.01 Preparation of Proposal
- 2.02 Proposer's Representations
- 2.03 Requirements of Competitive Sealed Proposals
- 2.04 Time of Completion and Liquidated Damages
- 2.05 Proposal Surety
- 2.06 Questions About Project Documents
- 2.07 Addenda and Interpretations
- 2.08 Substitutions (Prior to Proposal Date)
- 2.09 Alternate Manufacturers
- 2.10 Sales Tax
- 2.11 Contract Security
- 2.12 Contract Forms
- 2.13 Retainage
- 2.14 Applicable Law
- 2.15 Venue
- 2.16 Felony Conviction Notification
- 2.17 Anti-Kickback Act
- 2.18 Compliance Requirements
- 2.19 Legal Remedies

PART 3 - PROPOSAL CONSIDERATIONS

- 3.01 Receipt of Competitive Sealed Proposals
- 3.02 Evaluation of Competitive Sealed Proposals
- 3.03 Pricing

1.01 PROJECT IDENTIFICATION

- A. Project: CSP #2324-02
Sports Field Demolition
Gregory-Portland ISD
1825 Billy G. Webb Drive
Portland, TX 78374
- B. Bid Date and Time: **2:00 P.M. on February 15, 2023**
- C. Location: attn: Chris Casarez, Purchasing Director
Gregory-Portland ISD Administration Building
1200 Broadway Boulevard
Portland, TX 78374

- D. Owner: Gregory-Portland Independent School District
1200 Broadway Boulevard
Portland, TX 78374
- E. Architect: Pfluger Architects, Inc.
4466 S. Staples #163
Corpus Christi, TX 78411

1.02 SCHEDULE FOR RECEIPT AND OPENING OF PROPOSALS

- A. Competitive Sealed Proposals will be received until:

Time: 2:00 P.M.
Date: February 15, 2024
Location: Gregory-Portland ISD Administration Building
1200 Broadway Boulevard
Portland, TX 78374

- B. Any Proposal received after the time and date specified will not be considered. No Proposer may withdraw a Proposal within 30 days after the actual date of the opening thereof.

1.03 OBLIGATIONS OF PROPOSERS

- A. Each offeror, before submitting a proposal for this work, shall visit the site to inspect and satisfy himself with the existing conditions and requirements of the site under which he will be obligated to perform his work or that will in any manner affect the work.
- B. Further the Proposer shall read and be thoroughly familiar with Plans, Specifications, and other Contract Documents including all Addenda.
- C. The failure, omission, and/or error of the Proposer shall not relieve the Proposer from any obligation with regard to his Proposal.
- D. No change order will be allowed for increased costs associated with conditions which could have reasonably been determined by examining the site and project documents before submission of proposals and/or before a contract is awarded to the successful offeror.

1.04 CONDITIONS OF WORK

- A. Each Proposer must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Proposer of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

1.05 QUALIFICATIONS OF PROPOSER

- A. Contracts will be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of this project. Consideration will be given to such matters as Contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. Prior to receiving plans and specifications, Contractors may be required to furnish to a Contractor's Qualification Statement similar to AIA Form No. A305 with current financial statement attached.

- C. Owner may make such investigations as he deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose as requested. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

PART 2 - PROPOSAL

2.01 PREPARATION OF PROPOSAL

- A. In order for your competitive sealed proposal to be evaluated it must contain the following completed information:
 - 1. Competitive Sealed Proposal Form
 - 2. Contractors Qualifications Statement, AIA - A305 or equivalent
 - 3. Felony Conviction notice
- B. Proposal presented in person shall be delivered at the place at which Proposals are to be opened and prior to the time of opening. Proposals forwarded by mail shall be mailed in ample time to be received prior to the time of opening Proposals.
- C. No proposal shall be changed, amended, or modified by telegram or otherwise after same has been opened.
- D. Each Contractor's Proposal shall include all costs, covering all work to completely do the work as required by the Contract Documents complete in one Proposal.
- E. The Proposals shall be held good and binding on the Contractor for a thirty (30) day approval period. The rejection or awarding of the Contract shall occur during this approval period starting with the date of the opening of the Proposals.
- F. Any addenda issued shall be covered in the Proposals, and in closing the Contract they will become a part thereof.
- G. Contractor shall complete Felony Conviction Notification Form. Include this form as part of the proposal materials submitted.
- H. Provide a sample of a Certificate of Insurance showing all names of issuing companies. It is assumed that coverage's will provided as specified.
- I. Note: The offeror may reproduce the Competitive Sealed Proposal Form.

2.02 OFFEROR'S REPRESENTATIONS

- A. By submitting his/her proposal, the offeror represents he/she:
 - 1. Understands and has carefully read all information contained in the Project Manual;
 - 2. Has examined the project sites, and is familiar with the conditions under which the work will be performed; and
 - 3. Will comply with the requirements of the project manual.

2.03 REQUIREMENTS OF COMPETITIVE SEALED PROPOSALS

- A. Proposals will be received for the furnishing of all labor, materials and equipment and performing all work required and must be based upon contract documents prepared by Pfluger Associates Architects.
- B. In the event the proposal is mailed, it is the responsibility of the offeror to allow enough time in transit for proposal to be received by owner prior to date and hour of proposal opening. Proposal may be delivered by hand to the Superintendent of Schools office prior to opening. Telephone, telegraphic, or fax proposals or proposal modifications will not be accepted.
- C. Proposals received prior to the advertised hour of opening will be kept securely sealed. The owner's representative whose duty it is to open them will decide when the specified time has arrived and no proposal received thereafter will be considered. The owner or his representatives will not be responsible for the premature opening of, or the failure to open, a proposal not properly addressed or identified.
- D. In case of ambiguity or lack of clearness in the stated price in the proposal, the owner will adopt the price written in words.
- E. Any proposal which is not based upon the drawings and specifications, or which contains any qualification of same, or which is not properly completed and signed by the offeror, may be rejected by the owner.

2.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The site development permitting process is in process and is anticipated to be approved in October 2021. Contractor may not begin work until permitting is secured, but Contractor may order and store construction materials on site prior to permitting.
- B. Contractor shall state in proposal form number of days required for construction beginning from the date that building permit is secured.
- C. Proposer must agree to commence work on or before a date as notified and to fully complete the project within the number of consecutive calendar days stated in Proposal thereafter. Proposer must agree also to pay as liquidated damages, the sum stated in proposal for each consecutive calendar day thereafter as hereinafter provided.

2.05 PROPOSAL SURETY

- A. Each proposal must be accompanied by a Proposal Security ("Bid Bond") on a form similar to AIA document A310 in the amount of five percent of the base proposal amount.
- B. This bond shall be paid to the owner if the offeror, if awarded the contract, should fail within (7) days following the award to execute and return the contract, together with the Performance and Payment Bonds with acceptable surety. In lieu of a Bid Bond, as Proposed Security, Owner may accept a deposit in the amount of five percent of the base proposal amount by cashiers check issued by a bank satisfactory to the owner.

2.06 QUESTIONS ABOUT PROJECT DOCUMENTS

- A. Proposers shall submit any questions regarding the project documents including, but not limited to, the specifications and drawings, in writing, to the project architect for clarification. Proposers should allow a minimum of seven (7) days for a reply.
- B. All changes and/or additions to the project documents shall be done by a written addendum published by the architect to all proposers, and such addendum(s) shall become a part of the project proposal.

- C. All other oral or written interpretations, or explanations, corrections and/or approvals, do not constitute a change to the project documents, and therefore, should not be relied upon as such.

2.07 ADDENDA AND INTERPRETATIONS

- A. No oral explanation regarding the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to the Architect for interpretation. Proposers should act promptly and allow sufficient time (minimum 7 days) for a reply to reach them before submission of their Proposals. All interpretations will be made in the form of an Addendum to the Contract Documents.
- B. Failure of any Proposer to receive any addendum shall not relieve such Proposer from any obligation under his Proposal as submitted.
- C. Any Addenda issued during the time of Proposal are to be included in the Contract. Proposer will acknowledge receipt of Addenda on Proposal.

2.08 SUBSTITUTIONS (Prior to Proposal Date)

- A. Refer to Section 01 25 13 - Product Substitution Procedures for requirements.
- B. Where a definite product is specified, it is not necessarily the intention to discriminate against other products but rather to set a definite standard and indicate the quality and capacity of equipment within the class found satisfactory for the owner's use. However, all proposed substitutions must be reviewed and approved by the owner prior to receipt of proposals and must be listed as approved in written addendum (verbal/oral approvals are not acceptable or binding).
- C. Sufficient information should accompany the proposal of substitution to enable the owner to render a decision. Alternate or substitute items shall not deviate in basic construction and performance from the specified items.
- D. Proposal substitutions must be submitted for approval of minimum of seven (7) days prior to Proposal deadline. All approved substitutions will be noted in addenda. Oral approvals or approval in any manner, other than written addenda, are not acceptable and will not be recognized.
- E. All addenda noting approval of a manufacturer only and not a specific product are with the requirement that the manufacturer produces a product that meets the original specified items in terms of materials, finishes, gauges and thickness, dimensions, quality, available color selection, etc.

2.09 ALTERNATE MANUFACTURERS

- A. Where alternate manufacturers are noted as approved in specifications, drawings, addenda, etc. And if no specific product or model number is noted, it shall be treated and processed the same as a substitution.
- B. Approval of a manufacturer not originally noted in the specification DOES NOT, automatically, approve the actual alternate product. The specific items proposed by the approved, alternate manufacturer shall be submitted for review by the architect. The items shall not deviate in basic construction, features, operation, and performance from the specified item.

- C. The approved manufacturer's proposed items shall meet the original specified item in terms of materials, finishes, gauges and thickness, dimensions, quality, available color selections, etc., approved manufacturer's items shall be processed for approval same as "Substitutions," Para. 2.2.

2.10 SALES TAX

- A. Under Ruling No. 9, Repairment and Contractor (amended April 3, 1962) Limited Sales, Excise and Use Tax Rules and Regulations, Comptroller of Public Accounts, State of Texas, tangible personal property (materials) becoming a part of improvements and structures and incorporated in such, under lump sum contracts, are not subject to sales tax when the cost of such materials is segregated from the cost of skill, labor, and all other materials not becoming a part of the improvement of structure. Under the interpretation of this ruling, contract will state not only the lump sum but also the value of materials and value of skill, labor, etc. Proposals are to be tendered in lump sum only.

2.11 CONTRACT FORMS

- A. The latest edition of the following forms, appropriately completed, will be used to execute the contract between the owner and contractor.

AIA Document A312:	Performance Bond
AIA Document A312:	Labor and Material Payment Bond
AIA Document A101-2007	Standard Form of Agreement Between Owner and Contractor (Stipulated Sum)

2.12 RETAINAGE

- A. Article 5 of the A101-2007, Owner-Contractor Agreement, will allow 95% progress payment for the duration of the contract. Retainage may be reduced for phases of the project that are substantially completed.

2.13 APPLICABLE LAW

- A. This agreement shall be governed by the Uniform Commercial Code. Wherever the term, "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

The Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of authorities having jurisdiction over construction of this project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

2.14 VENUE

- A. All parties agree that venue for this contract/project shall lie in Williamson County, Texas.

2.16 FELONY CONVICTION NOTIFICATION

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

2.17 ANTI-KICKBACK ACT (18USD 874)

- A. All contracts and subgrants for construction or repair shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USD 874) as supplemented in Department of Labor Regulations (20 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation, to which he is in the construction, completion, or repair of public work, to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to the Texas Education Agency.

2.18 COMPLIANCE REQUIREMENTS

- A. Items below apply to and become a part of terms and conditions of any subsequent contract unless superseded by any attached terms and supplemental conditions or specifications in which case attached condition will prevail. Any exceptions must be in writing. Successful offeror must comply with the following federal and state laws regarding contracts:
 - 1) Contract Work Hours and Safety Standards Act, Section 103 and 107 (40USC327-330).
 - 2) Equal employment Opportunity Act
 - 3) Energy Policy and Conservation Act (P.L. 94-163)
 - 4) Texas Senate Bill # 9 (80th legislature, SB9) Criminal History Background and Fingerprinting

2.19 LEGAL REMEDIES

- A. Violation or breach of the federal requirements entitled “Contract work Hours and Safety Standards Act,” “Equal Employment Opportunity Act,” and “Energy Policy and Conservation Act” may be grounds for termination of the contract and debarment from future awards.
- B. For contracts awarded in excess of \$10,000.00 by the school district, successful Proposer and their contractors or subgrantees must be in compliance with executive order 11246 “Equal Employment Opportunity” as amended by executive order 11375 and as supplemented by Department of Labor Regulations (41 CFR Part 60) – Executive Order #11246, as amended, prohibits job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to insure equality of opportunity in all aspects of employment.
- C. The successful offeror must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the contractor

which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Successful offeror must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

- D. For contracts awarded by the school district for \$2,500.00 or more, the successful offeror and subgrantees must comply with section 103 and 107 of the Contract Work Hours and Safety Standard Act (40USC327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5) Section 103 – Each contractor is required to compute wages of every laborer and mechanic on the basis of a standard workday of eight hours and a standard workweek of 40 hours.
- E. Work in excess of eight hours per day or forty hours per week shall be compensated at a rate of not less than 1-1/2 times the basic rate of pay. No contractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- F. Successful offeror must comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

PART 3 - PROPOSAL CONSIDERATIONS

3.01 EVALUATION OF COMPETITIVE SEALED PROPOSALS

- A. Within 15 days after the opening of the competitive sealed proposals, District officials and the project Architects shall review all proposals to determine if they contain the information required in Paragraph 5, "Requirements of Competitive Sealed Proposals".
- B. Upon confirmation of qualification contents, the Owner and the Architects shall evaluate the proposals in accordance with the advertised selection criteria and offerors submission of the following information related to each criteria. The owner reserves the right to waive any irregularities in paragraph 5, "Requirements of Competitive Sealed Proposals" as long as they do it for all offerors.
- C. All proposals will be evaluated on the following point system. TOTAL MAXIMUM POINTS ACHIEVABLE 100.
 - 1. Proposed construction contract amount. (50 points)
 - 2. References, financial sufficiency. (20 points)
 - 3. Experience on performing similar projects. (20 points)
 - 4. Proposed construction schedule. (10 points)

3.02 PRICING

- A. Proposal prices may not be changed after opening of proposal has occurred.
- B. In accordance with the Texas Education Code, section 44.040 (e), the Owner and its architect may discuss with the selected offeror, options for a scope or time modification and any price change associated with such modification.
- C. Offeror's prices are firm for sixty (60) days after opening of the competitive sealed proposals has occurred.
- D. All prices for supplies and materials shall be quoted F.O.B. Destination.

- E. Where unit prices are requested; the offeror shall state the unit price on the Proposal Form in the appropriate space.

END OF SECTION 00 21 16

SECTION 00 42 00

COMPETITIVE SEALED PROPOSAL FORM

FOR: Gregory-Portland Independent School District
1200 Broadway Boulevard
Portland, TX 78374

PROJECT: **CSP #2324-02**
Sports Field Demolition
Gregory-Portland ISD

DOCUMENTS DATED: January 18, 2024

ARCHITECTS: Pfluger Architects

PROPOSAL DATE: FEBRUARY 15, 2024

Having examined the project documents and agreeing to conform to the project documents, we enclose herewith bid security in the amount of 5% of the Base Proposal Amount and submit the following:

Express in words and numbers

Base Proposal: DEMOLITION AND REMOVAL OF SITE IMPROVEMENTS AT GREGORY-PORTLAND ISD BASEBALL AND SOFTBALL FIELDS, 1825 BILLY G. WEBB DRIVE:

_____ Dollars (\$_____)

Proposed Schedule:

Contractor shall achieve substantial completion within _____ calendar days from notice to proceed.

Liquidated Damages:

Orenda Education shall have the right under contract to assess liquidated damages in the amount of \$400.00 per day for each and every calendar day beyond the Substantial Completion Date set out in the Contract that the Work fails to be substantially complete.

Enclosed Documents:

The following are enclosed with this completed Proposal:

1. A Proposal Guaranty in the amount of 5% of maximum total proposed Contract Amount (i.e. the sum of the Base Proposals and all additive Alternates) in form of either a cashier's check payable to Gregory-Portland ISD or a Proposal Bond on the required Proposal/Bid Bond Form.
2. The following are either enclosed with this proposal or will be delivered by 5:00 pm, on the next business day following the Proposal Deadline:

Felony Conviction Notice

The receipt of the following addenda to the contract documents is acknowledged and any changes in cost have been included in each of the proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

(Seal if Corporation)

Firm

Address

Phone

Signed

Title

NOTE: Copies of this form of proposal may be made by the offeror. Submit signed and completed proposal form at 2:00 p.m. on Thursday, February 15, 2024

END OF PROPOSAL

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

TABLE OF ARTICLES

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

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding-Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, ~~15.1.2~~, 15.1.3, 15.2.1, 15.2.5, ~~15.2.6.1~~, ~~15.3.1~~, ~~15.3.2~~, ~~15.3.3~~, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of, Intent of
~~1.1.1.1, 1.2~~

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Int.

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Defective Work, Definition of
3.5.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials and Substances
 10.2.4, **10.3**
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, **3.18**, 9.6.8, 9.10.2, ~~10.3.3~~, ~~10.3.5~~, 11.3
Information and Services Required of the Owner
 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.4
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
 Insurance
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
 Insurance, Notice of Cancellation or Expiration
 11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 14.4.2

Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Insured loss, Adjustment and Settlement of
 11.5
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
 1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Liens
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 15.1.2, 15.4.1.1
 Limitations of Liability
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
 11.3, 12.2.5, 13.3.1
 Limitations of Time
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
 10.2.4, **10.3**
 Materials, Labor, Equipment and
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
 Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
 Mechanic's Lien
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Init.

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Init.

Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of
1.1.4
Project Representatives
4.2.10

Property Insurance
10.2.5, 11.2

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Init.

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, 11.3

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

Work Schedule
3.10.3, 15.1.6

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

~~§ 1.1.8 Initial Decision Maker~~

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

§ 1.1.8 THE BID, BID DOCUMENTS, BIDS, BIDDING REQUIREMENTS

The terms "Bid," "Bid Documents," "Bids," and "Bidding Requirements" shall mean "Proposal," "Proposal Documents," "Proposes" and "Proposal Requirements" when Owner has utilized any of the available statutory means of constructing the Project other than the strict competitive bid option.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of Contractor's Proposal. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

Init.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Neither the Architect nor the Contractor may rely upon the direction of any employee of Owner who has not been so designated as Owner's authorized representative. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. Under the laws of the State of Texas, neither the Contractor nor any sub-contractor, mechanic, materialman or laborer, is entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by this Contract or the land upon which they are to be situated.~~

§ 2.2 Evidence of the Owner's Financial Arrangements

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall Work, Contractor may request in writing that the Owner furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall Contractor may request the Owner to furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially ~~changes~~ increases the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's

Init.

request, the Contractor may ~~immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~ stop the Work only in the event of failure of payment, as permitted by Section 9.7. Any request for a material increase in the Contract Sum due to a change in the Work shall be processed either as a change order request or as a Claim for additional cost pursuant to Article 15.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction. 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. Documents, however any apparent design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as

would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§3.2.5 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work, unless the delay is directly caused by the active interference of Owner or other wrongful conduct of Owner. This limitation on damages is further subject to the limitation set forth in Section 15.1.7."

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these ~~requirements~~ requirements, including substitutions not properly approved and

authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

~~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. Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exemption from the Texas Sales and Use Tax for materials used in such Project.~~

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the~~ Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

~~§ 3.7.4 Concealed or Unknown Conditions~~

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

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

§ 3.7.4 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 immediately notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take appropriate action. The Contractor shall suspend such operations until

otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent acceptable to Owner and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

§ 3.9.3 The Contractor shall not ~~employ assign to the Project~~ employ assign to the Project a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to submittals without any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

~~§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Within ten (10) days after the effective date of the Contract, Contractor shall furnish Architect with Contractor's construction schedule for the Work (hereafter sometimes called "Work Schedule"). Such Work~~

Schedule shall include the following: a schedule of anticipated progress; schedule for ordering materials; schedule for receipt of materials; schedule for the estimated beginning and completion of each phase or component of the Work; and a schedule of values. Each week Contractor shall review such Work Schedule, make adjustments as appropriate and immediately furnish Architect with a copy of each adjusted Work Schedule. Contractor shall conform to the most recent Work Schedule.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, ~~or will do so,~~ and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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.

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

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

§ 4.2.2 ~~The Architect~~ Architect, as representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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 of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to ~~Section 9.10.~~ Section 9.10 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.~~ Owner site, and shall notify the Contractor of ~~any change in the~~ the agreed duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor, Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in ~~Section 7.3.4.~~ Section 7.3.4; however, in no event shall the allowance for overhead and profit exceed fifteen percent (15%).

§ 7.3.4 If the Contractor ~~does not respond promptly or timely~~ disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Section 7.3.3.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If Contractor does not advise the Architect within ten (10) days of receipt of a Construction Change Directive 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, it shall be presumed conclusively that the Contractor agrees with the proposed adjustment in the Contract Sum or Contract Time, if any, specified in the Construction Change Directive.

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 8.3 Delays and Extensions of Time

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

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before the date established for each progress payment, Within ten (10) days after the end of each calendar month,~~ the Contractor shall submit to the Architect an itemized Application for Payment prepared for operations completed in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work values. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the

Init.

Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. ~~Architect in writing to Owner.~~ However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 ~~After Within ten (10) days 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; the Owner will pay to Contractor the sum equal to 95% of the cost to Owner of the labor performed, materials suitably stored on the site or off site under conditions acceptable to Owner, and materials built into the Project during the preceding calendar month based on estimates timely certified by Contractor and approved by the Architect. In no event, however, shall Owner pay to Contractor partial payments totaling more than 95% of the Contract Sum until the final completion and acceptance of the Project.~~

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

~~§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Contractor shall pay promptly when due all lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen, and persons who furnish machinery or parts thereof, equipment, power tools, or any other supplies whatsoever for debts incurred in the furtherance of the performance of this Contract, and shall indemnify and save Owner harmless from all claims growing out of such demands. Upon request by Owner or Architect, Contractor shall furnish satisfactory evidence that all such obligations have been paid, discharged or waived. In the event Contractor fails to do so, Owner may, at its election, after having served written notice on Contractor, either pay unpaid bills of which Owner has written notice or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. When satisfactory evidence has been received by Owner that all such liabilities have been fully discharged, Owner shall resume payment in accordance with the terms of the Contract. In no event shall the provisions of this paragraph be construed to impose any obligation upon the owner to either Contractor or his Surety. In paying any unpaid bills under the Contract, Owner shall be deemed the agent of Contractor, and any payment so made by Owner, shall be considered as a payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.~~

~~The provisions of this section shall be deemed to be in addition to the provisions of state law relating to the matters dealt with herein, and in no event shall they be deemed to alter, amend, or change the same, nor as an attempt to do so.~~

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven ten~~ days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven ten~~ days after the date established in the Contract Documents, the amount certified by the Architect ~~or awarded by binding dispute resolution, Architect~~, then the Contractor may, upon ~~seven ten~~ additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

~~§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~ entire Project and all systems are fully complete and fully operable permitting Owner full and complete use of the entire Project, subject only to the correction or completion of minor finish work items the value of which shall in no event exceed one percent (1%) of the Contract Sum

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

~~§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, Contract,~~ the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.8.6 When the Architect determines that the Work is substantially complete in accord with Section 9.8.1, he shall issue his Certificate of Substantial Completion and shall deliver to Contractor a "Punch List" of all items which must be completed or corrected before the Work is ready for final inspection and acceptance. Such Punch List shall establish a reasonable time, in the judgment of the Architect, for the completion of all items specified on such Punch List. If Contractor fails to fully and finally complete the Work within the time specified by the Architect for completion of the Punch List, then Contractor's name may be removed from the list of bidders acceptable to Owner for the construction of future projects.

§ 9.8.7 It is contemplated that Architect shall make no more than three inspections after the Contractor notifies the Architect in accord with Section 9.8.2 that Contractor considers the Work substantially complete. If, upon completion of the third inspection, the Work has not progressed to the point that the Architect can certify that the Work is fully and finally complete in accord with the Contract Documents, the cost of all additional inspections by the Architect shall be charged to and borne by the Contractor.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of

Init.

the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a Certificate of Completion and a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Within thirty (30) days after the Architect issues a Certificate of Completion Owner shall pay to Contractor the balance due on the Contract Sum calculated in accord with the terms and provisions of the Contract Documents.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, ~~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 reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or

- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment;
- .5 latent defects and defects not pointed out to Owner prior to final payment; or
- .6 Claims specifically enumerated and carried forward by Owner in connection with delivery of the final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. While on Owner's premises, Contractor shall comply with Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and will require compliance with those policies by Contractor's employees, agents and subcontractors. Contractor shall comply with any applicable criminal record information review requirements of Subchapter C of Chapter 22 of the Texas Education Code, including but not limited to Sections 22.0834 and 22.085.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements ~~included in the Contract Documents~~ regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner ~~shall~~ may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. ~~The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~ The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

§ 11.1.1.2 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.2.2 **Property Insurance.** Unless otherwise specified as Contractor's obligation in the Contract Documents, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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. In order to constitute an acceptance by Owner under the terms of this paragraph, the nature of the nonconforming Work shall be described in detail by the Contractor and Architect and specifically accepted by the Owner in writing.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.~~

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, as provided by statute.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30-60~~ consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~as well as including~~ reasonable overhead and profit ~~on Work not executed, and, and~~ proven costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials; materials for twenty (20) days cumulative over the term of the Contract;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority;~~ authority on more than one occasion; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

If Owner should terminate the Contract in accord with this provision, then Owner shall be entitled to recover from Contractor at Owner's election: (a) all loss or damage incurred or sustained by Owner arising out of or connected with Contractor's failure to comply with the terms of the contract Documents including but not limited to additional construction costs, fees, interest, loss of use of the facility, professional fees and attorneys fees; or (b) liquidated damages as provided in the Supplemental General Conditions.

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner ~~and not expressly waived, Owner,~~ such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ~~Initial Decision Maker, Architect,~~ upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; proven costs incurred by reason of the termination, ~~including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement along with reasonable (not to exceed 15%) overhead and profit on the Work not executed.~~

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

~~**§ 15.1.2 Time Limits on Claims**~~

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the ~~Initial Decision Maker~~ with a copy sent to the Architect, ~~if the Architect is not serving as the Initial Decision Maker.~~ Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure to initiate a Claim within the time limit specified herein constitutes a waiver of such Claim.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions regarding the Claims.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~ Claims for additional time based upon adverse weather conditions will not be granted unless the Contractor satisfies the Architect that: (a) the adverse weather condition shall have occurred at a critical time during the progress of the Work and with such severity that all work on the Project had to be halted; and (b) the work which was halted could not reasonably be rescheduled within the remaining Contract Time.

§ 15.1.6.3 Claims for additional time based upon causes other than adverse weather (Construction Change Directives, for example) will not be granted unless the Contractor satisfies the Architect that: (a) the event upon which the claim is predicated was not within the control of or caused by the Contractor; and (b) the Work Schedule cannot be revised so as to reasonably accommodate and absorb the event into the Work Schedule within the remaining Contract Time.

15.1.6.4 Neither Saturdays nor Sundays shall be included in the Claim for additional time unless the Contractor furnishes to Architect proof that: (a) Contractor's current Work Schedule on file with Architect indicated that Contractor was scheduled to work on each Saturday or Sunday for which an extension is sought and that Contractor had, in fact, been complying with such Work Schedule; or (b) contractor had scheduled critical work to be performed on such Saturday or Sunday for which an extension of the Contract Time is sought and that such work had to be aborted because of adverse weather or other cause meeting the requirements of Section 15.1.6.2 or Section 15.1.6.3 above.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents, Documents, and the provisions of Section 14.2.

§ 15.2 ~~Initial Decision~~Resolution of Claims and Disputes

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be

referred to the ~~Initial Decision Maker Architect~~ for initial decision. The Architect will serve as the ~~Initial Decision Maker, initial decision maker,~~ unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker litigation of any Claim. Unless the~~ Architect and all affected parties agree, the ~~Initial Decision Maker Architect~~ will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The ~~Initial Decision Maker Architect~~ will render an initial decision approving or rejecting the Claim, or indicating that the ~~Initial Decision Maker Architect~~ is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties ~~and the Architect, if the Architect is not serving as the Initial Decision Maker,~~ of any change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

§ 15.3 Mediation

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

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

§ 15.4 Arbitration

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Notwithstanding any provision of the Contract Documents to the contrary, neither Owner nor Contractor shall be obligated to enter into arbitration or to settle by arbitration any controversy or claim arising out of or related to the Contract or Contract Documents, or the breach thereof, when the amount of such claim or controversy exceeds Ten Thousand Dollars (\$10,000.00). Any proceeding in arbitration shall be governed by the Texas General Arbitration Act, Chapter 171, Civil Practice and Remedies Code, and this paragraph with respect to the selection of arbiters. If the parties cannot agree upon one arbiter then three arbiters shall be selected. One arbiter shall be selected by each party and the third arbiter shall be selected by the two arbiters selected by the respective parties. If the two arbiters cannot agree upon a third arbiter within ten days, then he shall be designated by a District Judge of the County in which the Project is located. The selection of arbiters, the investigation and deliberation by the arbiters and the decision of the arbiters shall be pursued with due diligence and in a timely fashion but in no event shall the initiation, conduct, or pursuit of the arbitration process in any way affect the performance of the Contract and the parties shall comply with the provisions of Section 15.1.4 of the General Conditions. If one arbiter is selected, then decision of the arbiter is final. If three arbiters are selected, the decision of any two arbiters is final.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

SUPPLEMENTAL GENERAL CONDITIONS

Article 1. Construing the Contract Documents:

In the event of ambiguity or conflict in the Contract Documents: Supplemental General Conditions take precedence over General Conditions; Specifications take precedence over Drawings; figures take precedence over scale dimensions; and descriptive notes take precedence over general notes or code indications; unless the contrary intention is apparent.

Where a project engineer rather than a project architect is serving as the design professional for the project, any reference in the contract documents to the “architect” for the project shall be understood to mean the project “engineer.”

Except as provided above, changes in Contract Documents made with the consent of all parties in ink control those printed or typed, and typewritten provisions control over printed, multilithed, or photocopied provisions.

In the event errors, conflicts, omissions or discrepancies are noted in the Contract Documents or in the work done by others affecting his work, Contractor shall notify Architect at once and Architect will issue instructions to correct such errors, conflicts or discrepancies. This includes typographical errors in the Specifications and notational errors on the Drawings, where doubtful of interpretation. If, after such errors, conflicts, omissions or discrepancies have been noted, Contractor proceeds with the work so affected without instructions from the Architect, he shall make good any resulting damage or defect.

Article 2. Drawings and Specifications:

There are certain intricacies of construction which are impracticable to specify in detail or to fully cover on the Drawings, but all such details are to be worked out along the lines of good practice, and in compliance with the ordinances covering such work.

Contractor, upon completion of the Project, shall furnish Architect with record drawings showing actual location in line and elevation of all new exterior utility lines within the limits of the site and of any relocation from that shown on the Drawings of concealed piping, wiring, cable or conduit within the lines of the building.

Article 3. Laying out Building:

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

Article 4. Materials:

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

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

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

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

Article 5. Inspection and Testing of Materials:

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

Article 6. Handling Materials:

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

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

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

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

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

Article 7. Substituted Materials, Products, Methods or Services:

In certain instances specific materials, products, methods and services have been specified by brand or trade-name partly for the purpose of establishing the effect or standard of quality desired. Upon the prior written approval of Architect, substitutions for such specifically named materials, products, methods or services may be made provided the materials, products, methods or services desired to be substituted have been proven to Architect to provide the effect or standard of quality desired. The decision of the Architect is absolute and final.

Article 8. Salvaged Materials:

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

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

Article 9. Temporary Facilities:

Contractor shall make temporary connections for all utilities necessary during construction and shall remove them after completion of the Project.

Contractor shall provide and maintain sanitary facilities for workmen at the job in accordance with the laws of Texas and the code and ordinances of the City of Portland. Contractor shall completely remove such facilities when the Project is completed.

All or a portion of the work necessary to complete the Project may be done on or near buildings which presently are in use as schools, or will be so used before the completion of such Project, and the Contractor must take all precautions necessary to protect students, employees and the public during the term of such Construction Contract.

In conjunction with, but not in lieu of the requirements of Article 10.2.3 of the General Conditions, the contractor may provide temporary construction fencing generally 4' tall and orange in color as necessary to protect the public and work. The Contractor is responsible for taking necessary precautions to protect the public from hazards associated with his construction site and protect his work from damage by the public.

The Contractor shall maintain protection measures in a state of good repair at all times for the duration of the project. Any condition of the protection measures which the engineer or owner deems hazardous will be corrected immediately. If such conditions are not corrected immediately upon verbal or written notice, the owner will correct the hazardous conditions and the cost of the corrective action will be deducted from the contractor's payment.

Article 10. Cooperation with Owner and City Building Officials:

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

The contractor shall submit copies of all City permits, interim inspections, and final inspections, including a Certificate of Occupancy where required, for the project showing compliance with code requirements of the entities with jurisdiction with the Record Documents for the Project.

Article 11. Insurance:

A. Contractor's Liability Insurance

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

1.	General Aggregate Limit Applies to all bodily injury and property damage (other than products/completed operations) personal injury and advertising injury.	\$2,000,000
2.	Products/Completed Operations Aggregate Applies to all bodily injury and property damage included in products/completed operations. Completed operations insurance coverage must be for a policy period of not less than three years.	\$2,000,000
3.	Personal and Advertising Injury Applies to all claims by one person or organization.	\$1,000,000
4.	Each Occurrence Limit Applies to all bodily injury and property damage incurred in one occurrence.	\$1,000,000
5.	Umbrella (excess liability policy) or additional limits on all risks.	\$5,000,000
6.	Automobile Liability Insurance (with a minimum combined single limit)	\$1,000,000

All insurance must be written by insurance companies which are rated in the A.M. Best Key Rating Guide -- Property & Casualty with a policyholder's rating of A and a financial size category of Class VII. A Designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. The Owner is to be named as additional insured in the policy and a waiver of subrogation shall be provided to the Owner. Completed operations insurance coverage must be for a policy period of not less than three years. No policy shall contain any exclusion for explosion, collapse, or underground coverage. The required motor vehicle liability insurance shall provide coverage for all owned, non-owned and hired vehicles.

B. Builder's Risk Insurance

Contractor shall purchase and maintain until the Project has been accepted by Owner broad form builder's risk insurance covering replacement cost of the Project (including additions and modifications) together with Contractor's equipment, materials and supplies relating to the Project which are on the job site, in transit to the job site or at a temporary storage location pending delivery to the job site. In addition, soft cost coverage for Architect's fees shall be included. Owner shall be named as an insured, loss payee on the policy.

C. Workers' Compensation Insurance Certificate

1. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

Persons providing services on the Project ("subcontractor" in §406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the

Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
 - (a) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

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

(1) a certificate of coverage, prior to the other person beginning work on the Project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

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

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

10. By signing the Construction Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of 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.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
12. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i).

Article 12. Damages:

If the Project is not completed in accord with the Contract Documents within the Contract Time then Owner shall be entitled to recover from Contractor, at Owner's sole election: (a) all loss or damage incurred or sustained by Owner of every kind and nature whatsoever; or (b) liquidated damages in the amount of Four Hundred Dollars (\$400) per day for each calendar day thereafter until the Project is completed.

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

CONSTRUCTION CONTRACT

THE STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

The GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and _____(hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to provide, construct and install for Owner in accord with the Contract Documents the following: Gregory-Portland ISD Sports Field Demolition Project ("Project"), in accordance with the contract documents prepared or compiled by Pfluger Architects, Inc. ("Project Architect").

2. Contractor agrees to furnish, at his own expense, all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable therefrom, all in accord with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this Construction Contract and the following instruments which are incorporated herein:

- a. Request for Proposals
- b. Proposal
- c. Conditions of the Contract
 - i. G-PISD edited A201 General Conditions
 - ii. G-PISD Supplemental General Conditions
- d. Drawings
- e. Specifications
- f. Addenda and amendments to the foregoing as follows:
 - (1) _____
 - (2) _____
 - (3) _____

If there are inconsistencies in the Contract Documents, this Construction Contract shall have priority over the documents incorporated by reference, and the provisions of the documents incorporated by reference shall prevail and have priority in reverse order of the above list of contract documents.

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price on forms promulgated by Owner, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. Contractor shall commence work as directed in a written Notice to Proceed from the Owner, and shall substantially complete the work on or before _____ days from the date of commencement established in the Notice to Proceed. If the work is not timely completed in accord with

the terms of the Contract Documents, Contractor shall be liable to Owner for damages calculated in accord with the terms and provisions of Article 12 of the Supplemental General Conditions of the Contract. If liquidated damages are assessed according to Article 12, it is expressly agreed that the said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Such liquidated damages, if assessed, shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely achieve completion of the work.

6. The total contract price is _____ Dollars (\$ _____), which includes the base bid and alternates numbers: _____.

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

8. 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 changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The Board may authorize a representative to act on behalf of the Owner in the day-to-day administration of the contract.

Executed in Portland, Texas, on _____, 2024.

ATTEST:

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Owner

_____, Secretary

By _____

Tim Flinn, President
Board of Trustees

By _____

Dr. Michelle Cavazos, Superintendent of Schools

ATTEST:

Contractor

Secretary

By _____

*Name:
*Title: President

Address: _____

*Typed or clearly printed

CERTIFICATE OF AUTHORITY AND INCUMBENCY

I, _____, the undersigned, hereby certify that:

1. I am the duly elected and currently acting Secretary of _____, a Texas corporation (hereafter called "Corporation").
2. I keep and maintain custody of the minutes and other records of the Corporation.
3. The Corporation is currently existing and in good standing with the State of Texas on the date of this Certificate.
4. The Board of Directors of the Corporation has duly and properly authorized _____, who is currently the President of the Corporation, to enter into and to execute on behalf of the Corporation that certain Construction Contract between the Gregory-Portland Independent School District, as Owner, dated _____, 2024, relating to the Gregory- Portland ISD Sports Field Demolition Project, in accord with the Drawings, Specifications and other Contract Documents prepared or compiled for the Owner by Pfluger Architects, Inc., and to execute, furnish and deliver to Owner on behalf of the Corporation, the required Performance Bond and Payment Bond and any documentation which may be necessary or required to effect the provisions of such Construction Contract.

Executed on this the _____ day of _____, 2024.

Printed Name: _____

Secretary of the Corporation

SUBSCRIBED AND SWORN TO before me by _____, on _____,
2024.

Notary Public, State of Texas

claimant shall have a direct right of action under the bond as provided in such Chapter 2253, Government Code, as amended.

EXECUTED on _____, 2024.

PRINCIPAL

SURETY

Contractor

(Corporate Name)

By _____

Name: _____

Title: _____

Attorney-in-Fact

Name: _____

ATTEST:

*Name: _____

*Title: _____

Address of Contractor:

Address of Surety:

*Typed or clearly printed

hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

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

EXECUTED on _____, 2024.

PRINCIPAL

SURETY

Contractor

(Corporate Name)

By _____
Name: _____
Title: _____

Attorney-in-Fact
Name: _____

ATTEST:

*Name: _____
*Title: _____

Address of Contractor:

Address of Surety:

*Typed or clearly printed

SECTION 00 73 43

WAGE RATES

1. Comply with all prevailing wage rates per schedule attached.
2. All Contractors and Subcontractors shall comply with all laws regarding wage rates including (but not limited to) complying with the provisions of Chapter 2258 of The Government Code of the State of Texas, as amended to date or as it may be amended or superseded in the future and as it may be from time to time interpreted by the courts or other competent authority. All instrumentalities of the state have been instructed to utilize as prevailing wages those wages determined by surveys conducted by the General Services Commission.
3. Pay not less than the general prevailing wage rate as listed herein. Pay prevailing wage rate plus any applicable fringe benefits.
4. All Contractors and Subcontractors shall comply with all state and federal laws regarding (but not limited to) laws of labor, minimum wage, safety, and equal employment opportunity.
5. The prevailing wage rates listed are to be considered the minimum to be paid and the listing of prevailing wage rates shall not be construed to prohibit the payment of rates higher than those listed. The Contractor and Subcontractors shall maintain an adequate workforce whether wage rates higher than those listed are required or not. The Owner will not consider claims for additional compensation because of payments of wage rates in excess of the applicable rates listed herein.
6. Workers not included in the following trade classifications shall be properly classified and paid not less than the prevailing wages of the locality at the time of construction.

Apprentice Pay-All Trades and Crafts

7. The minimum rate for apprentices shall be in accordance with the scale determined by an approved apprenticeship program or \$1.00 per hour less than journeymen's rates, whichever is lower. An approved apprenticeship program is one approved by the U.S. Department of Labor, Bureau of Apprenticeship Training, and only apprentices enrolled in an approved program may be paid apprenticeship rates.

Article 5159a of the Revised Civil Statutes includes the following statement:

"The Contractor shall forfeit as a penalty to the state, county, city and county, city, town, district or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect."

Prevailing Wage Rates: Base per diem rate shall be taken as the hours worked per day times the Base Hourly Rate.

Overtime Rates: Over 40 hours per week and holidays at base hourly rate times 1.5.

Any "laborer" or "workman" or "mechanic" employed and whose position is not listed shall be paid not less than the per diem wage rate established on this project for the "laborer" or "workman" or "mechanic" whose duties are most nearly comparable to those of such employees.

OVERTIME WORK: Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

END OF SECTION

"General Decision Number: TX20220288 01/07/2022

Superseded General Decision Number: TX20210288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

ELEC0278-002 03/20/2020

Rates Fringes

ELECTRICIAN.....\$ 26.25 **8.24**

ENGI0178-005 06/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
 (1) Tower Crane.....\$ 32.85 13.10
 (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\$ 32.35 13.10

* IRON0084 -011 06/01/2021

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 26.01 7.56

SUTX2014-068 07/21/2014

Rates Fringes

BRICKLAYER.....\$ 20.04 0.00

CARPENTER\$ 15.21 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 15.33 0.00

INSULATOR - MECHANICAL
 (Duct, Pipe & Mechanical
 System Insulation).....\$ 19.77 7.13

IRONWORKER, REINFORCING.....\$ 12.27 0.00

IRONWORKER, STRUCTURAL.....\$ 22.16 5.26

LABORER: Common or General.....\$ 9.68 0.00

LABORER: Mason Tender - Brick...\$ 11.36 0.00

LABORER: Mason Tender -
 Cement/Concrete\$ 10.58 0.00

LABORER: Pipelayer\$ 12.49 2.13

LABORER: Roof Tearoff.....\$ 11.28 0.00

OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 14.25 0.00

OPERATOR: Bobcat/Skid
 Steer/Skid Loader.....\$ 13.93 0.00

OPERATOR: Bulldozer.....\$ 18.29 1.31

OPERATOR: Drill\$ 16.22 0.34

OPERATOR: Forklift.....\$ 14.83 0.00

OPERATOR: Grader/Blade.....\$ 13.37 0.00

OPERATOR: Loader.....\$ 13.55 0.94

OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER	\$ 25.64	8.16
ROOFER.....	\$ 13.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
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.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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/CSA 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 Division National Office Branch of Wage Surveys. 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.

END OF GENERAL DECISION"

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

1.3 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- B. Within 14 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
- C. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
- D. Indicate delivery charges, equipment rental, and amounts of trade discounts. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- E. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
- F. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
- G. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- H. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- I. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.4 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, (multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.)

SECTION 01 29 00

SCHEDULE OF VALUES & PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Coordinate the Schedule of Values and Application for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

1.2 NOT USED

1.3 DEFINITIONS

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

1.4 PROJECT SCHEDULES

- A. Project Schedules: The Project Schedules collectively include the Schedule of Values, Submittal Schedule, Construction Schedule, and Cash-Flow Draw-Down Schedule. Prior to the Contractor's submission of the first Application for Payment, the Contractor shall submit the preliminary Schedule of Values, Submittal Schedule, Construction Schedule, List of Subcontractors and Cash-Flow Draw-Down Schedule as evidence of the Contractor's progress with development of the final Project Schedules. The finalized Schedule of Values, Submittal Schedule, Construction Schedule, and Cash-Flow Draw-Down Schedule shall be due when the Contractor submits the third Application for Payment. As the Project Schedules represent capstone coordinating and payment schedules and plans for execution of the Project, the timely development and finalization of these items by the Contractor is critical to the success of the Project.
- B. Schedules of Values Format and Content: The Schedule of Values, AIA Document G702/G703, represents a breakdown of the various costs that are included in the Construction Contract. The Schedule of Values is to be formatted in accordance with the CSI Divisions and must be detailed by Phase, if applicable. The Contractor is required to submit a preliminary Schedule of Values to the Architect and Owner prior to the Contractor's submission of the first Application for Payment to ensure general concurrence and agreement between the Owner, Architect/Design Team, and Contractor on the proposed breakdown of Project costs.
- C. Schedule of Values Coordination: Coordinate preparation of the Schedule of Values in concert with preparation of the Contractor's Submittal and Construction Schedules.
 - 1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittal Schedule.
 - c. List of Subcontractors.
 - d. Schedule of Allowances.
 - e. List of Products, Principal Suppliers, and Fabricators.

2. Submit the Monthly Schedule of Values to the Owner/Architect in a timely manner, as part of each monthly Pay Application.
- D. Schedules of Values Project Scope of Work Breakout:
1. Use the Contract Specifications Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide a full breakdown of Contract Work for each CSI Division.
 2. Breakdown scheduled items into building areas and floor levels as identified in the Drawings (i.e., "Area A-1st Floor", "Area A-2nd Floor", "Area B-1st Floor", "Area B-2nd Floor", "Area C", "Area D", "Area E", etc.) and associated labor and material to provide a clear division of products and materials throughout the building(s). In addition, subtotal each CSI Division individually.
 3. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect and Architect's project number.
 - c. Contractor's name and address.
 - d. Date of submittal.
 4. Arrange the Schedule of Values consistent with format of AIA Document G702/G703.
 5. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual Table of Contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum. Ensure Project Closeout requirements are budgeted in the Schedule of Values in an amount equal to 1% of the total contract amount, but not less than \$100,000.00.
 6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 7. Provide a separate line item in the Schedule of Values for each Project Allowance.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete and reflect the total cost and proportionate share of general overhead and profit for each item.
 9. Update the Schedule of Values monthly to ensure that Change Orders and/or Construction Change Directives are properly reflected in the Contract Sum and Applications for Payment.
 10. Following Owner/Architect approval of the Initial Schedule of Values, detailing the full Project scope of work, the Schedule of Values shall not be modified to include any new or modified line items for Project scope of work items unless approved in writing by the Owner/Architect.
 11. All requested Project changes shall be reflected in subsequent Applications for Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. One (1) week prior to submitting any finalized, notarized, or signed Application for Payment, the Contractor shall submit to the Architect an electronic draft copy in Adobe Portable Document Format (PDF) for review and distribution. The Architect will distribute to the Design Team and Owner for review and comment before approving the issuance of the formal Application for Payment. The Contractor, Architect/Design Team, and Owner shall review the draft Application for Payment by collectively walking the Project site to confirm completion percentages proposed. This can be done as part of one of the bi-weekly Progress Meetings. It is important that all three parties (Contractor, Design

- Team, and Owner) be present to walk the job in preparation for submission of the Monthly Application for Payment.
- B. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete Applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated Schedules if revisions were made.
 2. Include amounts for Work completed following: the previous Application for Payment, whether or not payment has been received. Include only amounts for Work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by Application.
 4. Indicate separate amounts for Work being carried out under Owner-requested Project acceleration.
- F. Stored Materials: Contractor may include in the Application for Payment amounts for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site (see Section 01 60 10, Product Delivery, Storage, and Handling, for specific requirements pertaining to storing materials on- or off-site).
1. The Owner will allow payment for stored materials on-site provided that the stored materials are approved by the Owner for storage on-site and are properly stored/protected from damage.
 2. The Owner will allow payment for stored materials off-site provided that the stored materials are: (1) located within Bexar County; (2) stored in a bonded warehouse facility; (3) stored in accordance with the manufacturer's instructions, including proper temperature and humidity control; (4) inspected by the Owner; and (5) separated and properly tagged as belonging to Northside ISD prior to payment being issued. The stored materials must be made available for inspection by the Architect or Owner personnel during the course of the Project until such time as the materials are delivered to the Project site.
 3. The Contractor must provide supporting documentation that verifies the amount requested for such stored materials, such as invoices. The Owner/Architect will match the amount requested with amounts indicated on submitted documentation. The Contractor shall not include overhead and profit on requested payments for stored materials.
 4. Summary documentation submitted for stored materials shall include the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Application for Payment.

- b. Value of previously-stored materials put in-place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Once the draft Schedule of Values has been approved and all adjustments (if applicable) are made, submit three signed and notarized original copies of each Application for Payment to the Architect. One original copy to be maintained by the Owner shall include waivers of lien releases and similar attachments.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about the Application for Payment.
 2. Only one executed copy will be returned to the Contractor.
- H. Waivers of Mechanic's Liens: With each Application for Payment, submit waivers of mechanic's liens from Subcontractors, Sub-Subcontractors, and suppliers for the construction period covered by the Application for Payment.
 1. Submit partial or full waivers for the entities involved for the amount requested in the Application for Payment, after deduction for retainage, based on construction status.
 2. Submit the Final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the Application for Payment who is lawfully entitled to a lien.
 3. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. Contractor Project Team – the Contractor shall include the names of the Project Manager, Project Superintendent, and Project Engineer. Any proposed changes in personnel by the General Contractor require written authorization from the Owner with a clear explanation detailing the circumstances prompting the proposed changes.
 2. Final List of Subcontractors – the Contractor shall include the final list of Subcontractors for the Project, documenting any proposed changes from Schedule 2 submitted with the Contractor's Bid Proposal. Subcontractor changes require written authorization from the Owner with a clear explanation detailing the circumstances prompting the proposed changes.
 3. Schedule of Values – the Contractor shall break-out all construction tasks into a labor and material component, by building and floor.
 4. Construction Schedule (Preliminary if not Final) – the Contractor shall layout the tasks for construction and highlight the Project critical path.
 5. Cash-Flow Draw-Down Schedule – the Contractor shall show the proposed monthly draws over the Project duration.
 6. Submittal Schedule – the Contractor shall show the inventory of Project Submittals that can be expected for Architect/Design Team and Owner review and approval.
 7. Pre-Installation Conferences Schedule for Project.
 8. Unit Price Schedule.
 9. Building Permit – the Contractor shall include a copy of the building permit as issued from the City of San Antonio Development Services Department.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work on-site.
 11. Key Project Products Listing (Preliminary if not Final).

12. List of any Contractor Consultants.
 13. Executive and Bi-Weekly Project Meeting Minutes for the preceding month.
 14. Schedule of Pre-Installation Conferences planned for the Project.
 15. Storm Water Pollution Prevention Plan: With each Application for Payment, submit documentation of compliance with SWPPP's soil erosion and sedimentation control plan implementation.
- J. Each Application for Payment shall include evidence of progress in complying with contract requirements. Failure to do so may result in Architect withholding certification of an application.
- K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portions of the Work claimed as substantially complete.
1. Include full documentation for Work that is substantially complete and a statement accounting for any changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit Final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Updated Final Schedules of Values statement, accounting for all Change Orders, Allowances, close-out and final changes to the Contract Sum.
 2. Transmittal of all Project Closeout requirements.
 3. Transmittal of Project Record "As-Built" Drawings.
 4. Completion of any and all items specified for completion after Substantial Completion.
 5. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid, as applicable.
 6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 8. AIA Document G707, "Consent of Surety to Final Payment."
 9. Evidence that all claims filed against the Project have been settled.
 10. Transmittal of required Project construction records to the Owner.
 11. Removal of temporary facilities and services.
 12. Removal of surplus materials, rubbish, and similar elements.
 13. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 14. Final Owner-Contractor Liquidated Damages Settlement statement, if applicable.
 15. Change of all Project door locks for Owner's access and use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

- B. Include installation costs in the purchase amount only where indicated as part of the allowance.
- C. When requested, prepare explanations and documentation to substantiate the margins claimed.
- D. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.
- E. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- F. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 21 days.
- G. Do not include the Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
- H. No change to the Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request or when Work is authorized payment for which shall be from the Contingency Allowance, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
- D. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CONTINGENCY CHANGE AUTHORIZATION

- A. Contingency Change Authorization is a document that authorizes and tracks the expenditure of funds from the Owner's Contingency Allowance.

1.7 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request that impacts the contract sum or schedule, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 26 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination.
 - 2. Administrative and supervisory personnel.
 - 3. General installation provisions.
 - 4. Cleaning and protection.
- B. NOT USED
- C. Progress meetings, coordination meetings and pre-installation conferences are included in the Division 1 Section "Project Meetings".
- D. Requirements for the Contractor's Construction Schedule are included in the Division 1 Section "Submittal Requirements".
- E. Mechanical and Electrical Coordination:
 - 1. Provide necessary work and services required for the complete installation of heating, ventilating, air conditioning, plumbing, and electrical systems in the buildings as shown on the Drawings. For convenience, Drawings showing primarily HVAC have been numbered with an "M", Drawings showing primarily electrical have been numbered with an "E- and showing; primarily plumbing have been numbered with a "P".
 - 2. Make installations in a manner that shall comply with applicable codes and laws. Where the requirements of Contract Documents exceed code requirements, comply with the Contract Documents.
 - 3. Perform electrical Work in accordance with the latest edition of the national Electrical code as minimum standards of quality and safety.
 - 4. Comply with: (ADA) Americans Disability Act and (TAS) Texas Accessibility Standards requirements.

1.2 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
 - 5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
 7. Coordinate all construction activities and schedules so as not to interfere with any operation of the students or District staff.
 8. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 9. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy. Contractor shall also perform a daily site cleanup and otherwise keep the Project Site free from accumulation of waste materials, rubbish and other debris resulting from the performance of the Work.
 10. The Contractor shall also be responsible for providing mowing / grass cutting services for areas inside of the construction areas weekly. Contractor shall, in compliance with Applicable Laws, remove, transport and dispose of any Hazardous Substance transported onto the Project Site by or on behalf of Contractor or any Subcontractor, or created, used or handled as part of Contractor's or any Subcontractor's activities at the Project Site.
 11. Contractor shall notify the Project Company immediately upon the discovery of the presence of any Hazardous Substance on, or the release of any Hazardous Substance on or from, the Project Site.
 12. Notwithstanding anything to the contrary set forth above, Contractor shall not be responsible for the transportation, handling, storage or removal of any Hazardous Substances which existed at, on or in the Project Site prior to commencement by Contractor of the Work.
 13. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project Close-out activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.3 REQUIREMENTS FOR EQUIPMENT

- A. Provide equipment with necessary parts and accessories even though the parts and accessories are not specifically mentioned herein.
- B. Provide a factory applied finish on all exterior surfaces. Tough up or refinish items which have the finish marred, before final acceptance.
- C. Rotating parts shall be in static and dynamic balance.
- D. Electrical materials shall bear the stamp of approval of the Underwriter's Laboratory.
- E. Noise: Eliminate any abnormal noises, which are not an inherent part of the systems as designed. Abnormal buzzing and rattling of equipment, piping, ducts, and air devices and squeaks in rotating equipment components will not be acceptable.

1.4 PROTECTION OF EQUIPMENT

- A. Do not deliver equipment to jobsite until progress of construction has reached the stage where equipment is actually needed, or until equipment can be stored inside building to protect equipment from the weather. Equipment allowed to stand in weather will be rejected, and new equipment of a like kind shall be used.
- B. Adequately protect equipment from damage after delivery to job site. Cover with heavy drop cloths as required to protect from plaster, dirt, paint, water, adverse weather and physical damage.
- C. Equipment which has been damaged by construction activities will be rejected, and new equipment of a like kind shall be used.
- D. At time of Substantial Completion, equipment shall be clean.
- E. Insulation material that becomes wet shall be rejected and replaced at no additional cost to Owner.

1.5 OPERATING MANUALS, SERVICE DATA, AND WARRANTIES

- A. Upon completion of the Project, provide service manuals for each type unit of equipment provided in the project as described in Section 01 70 00 – Project Closeout.
- B. Warranties: In addition to the one year warranty specified in the Conditions of the Contract, assume all responsibility for special guarantees which may be required in this specification concerning installation, operation or performance of equipment, materials, and systems provided by a distributor, manufacturer or subcontractor.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Arrange Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.

12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication,
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

3.3 MECHANICAL AND ELECTRICAL COORDINATION

- A. Conform to the requirements of Section 01 33 00 – Submittal Procedures, Supplementary Conditions and individual specification sections.
- B. Equipment and material submittals shall show sufficient data to indicate complete compliance with Contract Documents as follows:
 1. Proper sizes and capabilities.
 2. Ability to fit in the available space in a manner that will allow proper service.
 3. Construction methods, materials, and finishes.
 4. List of accessories.
- C. Product data shall include the contract item designation, building, and proposed model number.
- D. If proposed air devices are different than models specified, indicate the specified model and beside it the proposed model for each type of device. Do not list quantities.
- E. For any item to be installed in or on a finished surface (such as a tee bar, acoustical ceiling, plaster wall) certify that applicable Contract Documents have been checked and that the item submitted is compatible with the surface finish on which it is to be installed.
- F. Shop Drawings: Sheet metal, piping, mechanical, and electrical fabrication Shop Drawings shall show equipment, ductwork, and piping, including piping in plumbing chases, sized and drawn in exact location to be installed. Produce Drawings in 1/4 inch scale with all ductwork and piping sized accordingly. Ductwork and piping larger than 3 inches shall be shown with double lines.

- G. Coordination Drawings: Coordination Drawings are Drawings which indicate relationships between the various systems and other components of the building such as beams, columns, ceilings, and walls. They shall be drawn to 1/4 inch scale and shall include plans, elevations, sections, and other details as required to clearly define the relationships of the various components. Indicate ducts, conduits, Sprinkler systems, light fixtures, piping, and miscellaneous equipment on one Drawing for each floor or level. Refer to Mechanical and Electrical Specifications for additional requirements. Submit these within two months of award of contract.
- H. Interference Drawings:
1. Interference Drawings are supplementary to Coordination Drawings and indicate conflict between the various systems and other components of the building such as beams, columns, and walls. They shall be drawn to 1/4 inch scale and shall include plans, elevations, sections, and other details as required to clearly define the interference and to indicate the Contractor's proposed solution.
 2. Submit Drawings for approval whenever job measurements and an analysis of the Drawings and specifications by the Contractor indicate that the various systems cannot be installed without significant deviation from the intent of the Contract. When such an interference is encountered, Work shall cease in the general areas of the conflict until a solution to the question has been approved by the Architect.
- I. All Submittals shall be bound into book form with a table of contents listing all items in that specific submittal. Loose catalog sheets or drawings will not be acceptable. A separate brochure will be required for each type of equipment; e.g., lighting fixtures, switchgear, lighting panels, clock system, mechanical equipment, plumbing items, and ductwork accessories, each in a separate brochure. Miscellaneous apparatuses such as transformers contactors, time switches, and safety switches may be contained in one brochure.
- J. Auxiliary system submittals shall contain sufficient information to show conformance with the specifications and shall include a description of the operation of each system to aid the consultant in the evaluation of each submittal.

3.4 MANUFACTURER'S DIRECTIONS AND SUPERVISION

- A. Follow manufacturer's directions for installation, testing, and operation of all apparatuses and equipment provided.
- B. Where supervision by a manufacturer is required in the specification, pay all costs and follow all instructions and recommendations of the manufacturer, who shall supervise the installation, connection, startup adjustment, instruction of the Owner, and final tests of equipment and systems. Where two or more manufacturer's equipment is interrelated, coordinate the Work and supervision.
- C. Provide a letter from the manufacturers whose supervision is required stating that they have supervised the installation and their equipment or system is operating satisfactorily in detail and in every respect and that the Owner's representative has been instructed in the operation and maintenance.

3.5 COORDINATION

- A. Coordinate the mechanical and electrical Work with that of other trades in order that the various components of the systems shall be installed at the proper time, shall fit the available space, and shall allow proper service access to those requiring maintenance, including equipment specified in other Divisions.
- B. Remove and relocate items which are installed without regard to proper access as directed by the Consultant, at no additional cost to the Owner.
- C. Provide materials with trim to match and fit properly with the types of adjacent ceiling, wall, and floor finishes actually installed. Model numbers in specifications or scheduled on Drawings are not intended to designate the required trim.
- D. Provide mechanical equipment with electrical characteristics compatible with that shown on Electrical Drawings and described in electrical Division of the specifications.
- E. Prior to the fabrication of ductwork or the installation of devices in the ceilings, review the Drawings to ascertain that the locations of devices in the ceilings create a pattern which is compatible with the reflected ceiling plan and the spacing's of the various ceiling mounted devices.

3.6 DRAWINGS

- A. The Contract Drawings are schematic in nature, but indicate how the various components are integrated with other parts of the building. Determine exact locations by job measurement, by checking the requirements of other trades, and by review of Contract Documents.
- B. The Drawings indicate general routing of the various parts of the systems, but do not indicate all sizes, fittings, offsets, and run outs which are required. Provide correct sizes, fittings, offsets, and run outs required to fit the system into spaces allocated to them. Locate all light fixtures, vents, and supply grilles to conform to the ceiling grid system. Examine the Drawings to become familiar with this requirement.
- C. In certain instances, the Architect may require relocation of outlets and switches. Where relocation is within 3 feet of location shown on Drawings, and when Contractor is informed of necessary relocation before Work is begun on this portion of the job, no extra compensation will be allowed.

END OF SECTION 01 31 00

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- B. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
1. Pre-Construction Conference.
 2. Pre-Installation Conferences.
 3. Coordination Meetings.
 4. Progress Meetings.
 5. Pre-Job Meetings.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. The Architect will conduct the meeting to review project responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Utilize an agenda provided by the Architect that discusses items of significance that could affect progress including such topics as:
- Tentative construction schedule.
 - Critical Work sequencing.
 - Designation of responsible personnel.
 - Procedures for processing field decisions and Change Orders.
 - Procedures for processing Applications for Payment.
 - Distribution of Contract Documents.
 - Submittal of Shop Drawings, Product Data and Samples.
 - Preparation of record documents.
 - Use of the premises.
 - Office, Work and storage areas.
 - Equipment deliveries and priorities.
 - Security.
 - Housekeeping.
 - Working hours.
- D. Record significant discussions and agreements and disagreements of pre-construction conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

- E. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The 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 the Architect of scheduled meeting dates, at least one week in advance.
- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - Contract Documents.
 - Options.
 - Related Change Orders.
 - Purchases.
 - Deliveries.
 - Shop Drawings, Product Data and quality control Samples.
 - Review of Samples.
 - Review of mock-ups.
 - Possible conflicts.
 - Suitability-for-use problems.
 - Time schedules.
 - Weather limitations.
 - Manufacturer's recommendations.
 - Compatibility of materials.
 - Acceptability of substrates.
 - Review structural loading limitations of substrates.
 - Temporary facilities.
 - Space and access limitations.
 - Governing regulations.
 - Inspection and testing requirements.
 - Required performance results.
 - Recording requirements.
 - Protection.
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- D. Notify Owner of all project coordination meetings one week in advance.

1.6 PROGRESS MEETINGS

- A. Conduct weekly (or other interval as required by construction process) progress meetings at the Project site during the construction period. If all parties agree, reduce the frequency of these meetings to every other week. Coordinate the day and time with the Owner and Architect. The day and time agreed to will remain the same during the construction period. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to take action upon matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.
- E. Review the present and future needs of each entity present, including such items as:
- | | |
|---|--|
| Interface requirements. | Hours of Work. |
| Time. | Hazards and risks. |
| Sequences. | Housekeeping. |
| Status of submittals, RFIs, ASIs,
PRs, Substitution Requests | Quality and Work standards. |
| Deliveries. | Change Orders. |
| Off-site fabrication problems. | Documentation of information for payment
requests. |
| Access. | Record and report the information
reviewed at each meeting. |
| Site utilization. | |
| Temporary facilities and services. | |
- F. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- G. Schedule Updating: Revise the construction schedule monthly or more often if needed.
- H. The contractor shall maintain RFI, ASI, RFP, change order and submittal logs as well as record drawings and shall update all of these at least 24 hours before each scheduled meeting. Contractor shall distribute copies to meeting attendees.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 31 19

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work.

1.3 DEFINITIONS

- A. Work-related submittals of this section are categorized for convenience as follows:
 - 1. Shop Drawings include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects.
 - 2. Product Data includes standard printed information on materials, products, and systems not specifically prepared for this project other than the designation of selections from among available choices printed therein.
 - 3. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work both as complete units and as smaller portions of units of work either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - a. Mock-ups are a special form of samples that are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.
 - 4. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.4 GENERAL SUBMITTAL REQUIREMENTS

- A. Scheduling: Where appropriate in administrative submittals (listing of products, manufacturers, suppliers and subcontractors, and in job progress schedule), show principal work-related submittals and time requirements for coordination of submittal activity with related work in each instance.
 - 1. Listing: Prepare a separate listing, organized by related specification section number sequence, showing principal work-related submittals and their initial submittal dates as required for coordination of the work. Submit listing within 30 days of date of commencement of the work.
- B. Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and

sequence different categories of submittals for same work and for interfacing units of work so that one will not be delayed for coordination of A/E's review with another.

- C. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, contractor, subcontractor, and consecutively number all submittals using the specification section of the particular item as a prefix, i.e., 081100-1, 081100-2, 100500-3, 115213-4, etc. Note: Also consecutively number each submittal forwarded to the Architect. On the top right hand corner of each submittal copy consecutively number each submittal with a 1/2" high number.
1. Submit complete submittal to include all required submittal information (product data, certifications, shop drawings, etc.) at time of initial submittal. If the Contractor needs to break up and provide partial submittal data, prior consent must be received from Architect, otherwise risk rejection or revise and resubmit. In the event of a multiple-step submittal, follow item 3 below.
 2. Show contractor's executed review and approval marking (contractor's stamp must specifically note Contractor's approval of Submittal); see sample of contractor's stamp required and provide a 3" x 3" blank area on submittal for Architect/Engineer's marking.
 3. Do not reuse numbers for new submittals and do not add prefixes to previously used numbers. For any supplemental data for previously provided submittal(s), use appropriate suffix (081100-1A, 081100-1B, etc.) and clearly indicate it is supplemental to previous submittal.
 4. For any submittal requiring resubmittal, use same submittal number with appropriate suffix (081100-1R for resubmittal 1, 081100-1R2 for second resubmittal, etc.).
- D. Package each submittal appropriately for transmittal and handling. Submit each specification section submittal(s) independently, regardless if one sub-contractor is submitting on several specification sections. Submittals which are received from sources other than through contractor's office will be returned by A/E without review.
- E. Transmittal Form: Prepare a draft of special transmittal form for Project and submit to Architect for acceptance. Provide places to indicate Project, date, "to", "from" names of Subcontractors, suppliers, manufacturers, required references, category and type of Submittal, purpose, description, distribution record (for both transmittal and Submittals), and signature of transmitter.
1. Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of Contract Documents.
- F. By approving and submitting Shop Drawings, product data, samples and similar Submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. At the time of submission, Contractor shall inform the Architect in writing of any deviation in Shop Drawings or samples from the requirements of the Contract Documents.
1. Any submittals submitted for A/E review that have reasonable suspicion that they were not carefully or thoroughly reviewed by the Contractor prior to submission shall be returned rejected and not reviewed.

1.5 USE OF ELECTRONIC FILES FOR CONSTRUCTION OR PREPARATION OF SUBMITTALS

- A. Use of Electronic Files: At the request of the successful contractor, the architect and/or consultants may provide electronic files for the convenience of the contractor to be used in

construction or the preparation of shop drawings related to the project. Neither Pfluger Architects, Inc. nor their consultants make any representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced software.

- B. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Pfluger Architects, Inc. or their consultants, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by Pfluger Architects, Inc. or their consultants to the undersigned are submitted for an acceptance period of 30 days. Any defects the undersigned discovers during this period will be reported to Pfluger Architects, Inc.
- C. Data contained on these electronic files is part of Pfluger Architects, Inc. and their consultant's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the construction layout or preparation of shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to Pfluger Architects, Inc. or their consultants. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Pfluger Architects, Inc. or their consultants, their officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files. In addition, the undersigned agrees, to the fullest extent permitted by law, to indemnify and hold Pfluger Architects, Inc. and their consultants harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Pfluger Architects, Inc. or their consultants or from any reuse of drawings and data without the prior written consent of Pfluger Architects, Inc. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless Pfluger Architects, Inc. and their consultants from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
- D. These electronic files are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. Neither Pfluger Architects, Inc. nor their consultants make any representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by Pfluger Architects, Inc. or their consultants and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, review structural shop drawings, verify field conditions and coordinate your work with that of other contractors for the project.
- E. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, Pfluger Architects, Inc. and their consultants reserve the right to remove all indications of its ownership and/or involvement from each electronic display.
- F. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the undersigned be deemed a sale by Pfluger Architects, Inc. or their consultants, and neither Pfluger Architects, Inc. nor their consultants make any warranties, either express or implied, of merchantability and fitness for any particular

purpose. In no event shall Pfluger Architects, Inc. or their consultants be liable for any loss of profit or any consequential damages.

1.6 SUBMITTAL PROCEDURES

- A. Package each submittal appropriately for transmittal and handling. Submit each specification section submittal(s) independently, regardless if one sub-contractor is submitting on several specification sections. Submittals which are received from sources other than through contractor's office will be returned by A/E without review.
- B. Transmittal Form: Prepare a draft of special transmittal form for project and submit to architect for acceptance. Provide places to indicate project, date, "to," "from" names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.
- C. Provide contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.
- D. By approving and submitting shop drawings, product data, samples and similar submittals, the contractor represents that the contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents. At the time of submission, Contractor shall inform the Architect and Engineers in writing of any deviation in shop drawings or samples from the requirements of the Contract Documents.
- E. Unless noted otherwise, provide six (6) copies of each submittal.
- F. The contractor is to maintain a complete copy of all submittals and project data for the owner. Turn this copy over to the owner along with other final closeout documents. Organize these submittals by division of work and present them to the owner in labeled file boxes.

1.7 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

- A. Shop Drawings: Provide newly-prepared information on sheets with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements.
 - 1. Submittal: One correctable translucent reproducible print and one blue/line or black/line print. Reproducible will be returned.
- B. Product Data: Collect required data into one submittal for each unit of work or system and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements, which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by A/E and others.
 - 1. Submittals: Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by contractor. Submittal is for information and record unless otherwise indicated.

- Submit 3 copies, plus number of copies needed for contractor, owner's records, and distribution to others.
2. Installer's Copy: Do not proceed with installation of materials, products, or systems until final copy of applicable product data is in possession of installer.
- C. Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected and describe or identify variations between units of each set. Provide full set of optional samples where A/E's selection is required. Prepare samples to match A/E's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by A/E. Architect/Engineer will not "test" samples for compliance with other requirements, which are, therefore, the exclusive responsibility of the contractor.
- D. Quality Control Set: Maintain returned final set of samples at project site in suitable condition and available for quality control comparisons by Architect/Engineer and by others.
1. Reusable Samples: Returned samples, which are intended or permitted to be incorporated in the work, are so indicated in the individual work sections and must be in undamaged condition at time of use.
- E. Mock-Ups: Mock-ups and similar samples specified in individual work sections are recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible and process transmittal forms to provide a record of activity.
- F. Inspection and Test Reports: Classify each as either "shop drawing" or "product data," depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production; process accordingly.
- G. Request for Interpretations or Information (RFI): In the event the Contractor/Contractor feels the Contract Documents are not clear as to the intent of the Requirements for Construction then he shall submit a RFI to the Architect. Contractor is to specify whether there will or will not be a cost and/or schedule impact. Simply indication "To Be Determined" is not acceptable and grounds for immediate rejection of RFI.
- H. Prior to submission of any RFI the Contractor shall:
1. Review the Contract Documents thoroughly for the specific information being requested.
 2. Write a brief description of the Contractor's recommended solution to the RFI that will result in meeting the intent of the Contract Documents with no or minimal cost impact to Owner.
 3. RFI's shall be sequentially numbered and dated.
 4. Upon submission of this information the Architect will review and accept or give further interpretation of the documents within 7 days whenever possible. An additional 3 days should be anticipated for any RFI requiring Architects/Consultant/Owner review. Answer to RFI by Architect shall in no way give authorization to the Contractor to proceed with work that will increase contract time or construction cost.
 5. No questions will be presented to the Project Designer in the form of RFI's that are or were solvable by the Contractor's (or Subcontractor's) timely coordination of work, and implementation of his "means and methods," including offsets, coring, sleeving, rerouting, and/or properly sequencing the installation of building systems. Only those "clashes" that the Contractor (or Subcontractor) cannot resolve which prevent the

Contractor (or Subcontractor) from meeting the intent of the Contract Documents shall be submitted as RFI's to be reviewed by the Project Designers.

- I. Warranties: Refer to "products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for contractor's use, furnish two (2) executed copies, except furnish two (2) additional (confirmed) copies where required for maintenance manuals.
- J. Standards: Where copy submittal is indicated and except where specified integrally with "product data" submittal, submit a single copy for Architect/Engineer's use. Where workmanship at project site and elsewhere is governed by standard, furnish additional copies to fabricators, installers, and others involved in performance of the work.
- K. Close Out Submittals: Refer to individual work sections and to "close out" sections for specific requirements on submittal of close out information, materials, tools, and similar items.
 - 1. Record Document Copies: Furnish one set.
 - 2. Maintenance/Operating Manuals: Furnish two (2) bound copies.
 - 3. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra, and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- L. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for proper performance of the work. Include such additional copies in transmittal to A/E where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.
- M. Contractors shall furnish to Owner, Manufacturer Safety Data Sheets (MSDS) for all materials installed on this project. The MSDS sheets must indicate no asbestos containing materials are included in the furnished product. Submit these MSDS sheets with each submittal and provide an additional complete set as part of the final close out documents.

1.8 ARCHITECT/ENGINEERS' SUBMITTAL REVIEW

- A. Architect/Engineer will review submittal after Contractor has reviewed and coordinated with other trades. Architect/Engineer will mark with comments as noted above. When possible, architect will return submittals within twenty one (21) days of receipt of submittal and within sixty (60) days for submittals requiring engineer or other consultant review unless specified otherwise. Where submittal must be held for coordination, architect/engineer will process submittal as soon as possible after all coordination information and material is provided by contractor.
- B. **NOTE: ALL COLOR SELECTION SUBMITTALS WILL BE HELD UNTIL CONTRACTOR NOTIFIES A/E THAT ALL SELECTIONS FOR WORK ARE SUBMITTED. A COLOR BOARD PRESENTATION WILL THEN BE PREPARED BY ARCHITECT FOR OWNER'S REVIEW AND APPROVAL.**
- C.. Marking "Reviewed. No Exceptions Noted": Work may proceed provided it complies with contract documents.
- D. Marking "Reviewed. Exceptions Noted": Work may proceed provided it complies with notations and corrections on submittal and with contract documents.

- E. Marking "Rejected. Returned for Resubmittal": Do not proceed with work. Revise submittal in accordance with contract documents and resubmit without delay to obtain a different marking. Do not allow these submittals to be used in connection with performance of the work.

- F. NOTE: 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 and on the submittal, of such deviation at the time of submittal and the architect has given written approval to the specific 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.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 33 00

**AGREEMENT REGARDING THE ACCESS AND USE OF PROJECT ELECTRONIC DATA
AND BUILDING INFORMATION MODEL (BIM)**

Architect of Record:

Pfluger Architects, Inc.
200 E. Grayson St. Ste 115
San Antonio, Texas 78215

Contractor (Name / Address):

Date: _____

Project for which access is to be granted: **New Classroom Building at Oliver Wendell Holmes HS**

Project Number: **21-015**

Indemnification for Access and Use of Electronic Files

To the fullest extent permitted by law, (Contractor or business entities along with their owners, as well as individuals) who request and gain access to this site and the electronic data and file information contained within it, shall indemnify and hold harmless the Architect, project's design and engineering consultants and the Owner, herein identified as the Indemnified Parties from and against all claims, damages, losses, and expenses (including, but not limited to, the fees and charges of engineers, architects, attorneys, and other professionals) arising out of, or related to their, or any other Person's use of electronic files, including, but not limited to Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic and Data Files").

Users are prohibited from granting second party access or use of any electronic data or files contained within this site for any purpose without the express written permission of the Architect and the Owner.

These electronic files and/or Digital Model Files and/or any other electronic representations of the project are released under the authority of Pfluger Architects, the Architect and its design and engineering consultants, who maintain the original file. These electronic files and/or Digital Model Files and/or any other electronic representation of the project may be used as reference material only. The User of these electronic drawing files and/or Digital Model Files and/or any other electronic representation of the project agree to assume all responsibility for any modification to, or use of this drawing file that is inconsistent with the requirement of the Rules and Regulations of the Texas Board of Architectural Examiners. No person shall make any modification to this electronic drawing file and/or Digital Model Files and/or any other electronic representation of the project without the Architect's express written permission.

1. These Electronic data and Files are provided solely for the Users' convenience and use relating only to this Project. No other use of the electronic data and files by the User is permitted. Any use of the Electronic Files shall be at the sole risk of the User. The Architect and the project's design and engineering consultants own the various Electronic Files and every right, title, and interest therein from the moment of creation.
2. The Electronic Files are not products.
3. The User shall not use the Electronic Data and Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings, or fabrication data for components, systems, and assemblies intended solely for use on the Project.
4. The Project Owner and the Architect and the project's design and engineering consultants, make no warranties, either expressed or implied, of the merchantability or fitness of the Electronic Files for any particular purpose in connection with the service of providing the digital model files, or that the files

will be usable or accurate which warranties and representations are expressly disclaimed. The User understands and accepts that the Electronic Files may deteriorate or be inadvertently or otherwise modified without authorization of the Owner or the Architect and the project's design and engineering consultants.

5. The Owner and the Architect and the project's design and engineering consultants make no representations as to compatibility, usability, or readability of the Electronic Files resulting from the use of software, application packages, operating systems, or computer hardware either the same or differing from those used to create the Electronic Files.
6. In the event of a conflict between the Contract Documents and the Electronic Files, the Contract Documents shall control, take precedence over, and govern the Electronic Files.
7. The User alone is responsible to check, verify, and otherwise confirm the accuracy of the Electronic Data and Files.
8. The Users shall not make any claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature against the Indemnified Parties, who are the Architect, the project's design and engineering consultants and the Owner, which may arise out of, or in connection with, the use of any Electronic and Data Files related to this project.

I agree to the terms as written above.

AUTHORIZED ACCEPTANCE

Pfluger Architects, Inc.

General Contractor:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

RFI - Request for Interpretation/Information

RFI # _____
Project Name: _____
Architect's Project No.: _____
Date Submitted: _____
Submitted By: _____
Phone Number: _____
E-Mail Address: _____
Drawings Reviewed: _____
Specification Reviewed: _____
Addenda Reviewed: _____

Information needed:

Contractor's interpretation of contract documents and recommendation regarding the information requested:

Architect's Response:

Signature Date

NOTE: Answers to RFI's by Architect shall in no way give authorization to Contractor to proceed with work that will increase contract time or construction cost.

Sports Field Demolition
T.M. Clark Elementary School
Gregory-Portland Independent School District
Project #23-040

SECTION 01 35 23

SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 CONSTRUCTION SAFETY AND LOSS CONTROL PROGRAM

- A. Contractor, along with the Subcontractors of all tiers, shall develop a composite Safety Program. The safety plan establishes minimum standards of performance regarding safety during the course of the work on the project. The prevention of job-related injuries and illnesses may require additional safety devices and/or procedures beyond these minimum standards. This Safety Program will include enforcement of safe practices, instructions and direction in the use of safety equipment and personal protective equipment, and other such activities as may be necessary and appropriate to maintain job safety and accident prevention. A copy of composite program (site-specific plan) shall be submitted to the Owner's Project Manager for review prior to starting work on-site by the Contractor or subcontractors) regardless of subcontractor tier.
- B. Implementation and enforcement of the Safety and Loss Prevention Program for the work force of Contractor and all Subcontractors shall be responsibility of Contractor. Owner's Project Manager representatives will conduct periodic jobsite safety inspections to monitor compliance with the Safety and Loss Prevention Program.
- C. If Contractor activities are not in compliance with their Safety and Loss Prevention Program, Owner's Project Manager will inform the Contractor in writing of the observed noncompliance, or safety hazards. These items must be corrected in a timely manner.
- D. If the Contractor fails to correct any safety noncompliance or hazard, the Owner shall have the right but not the obligation to perform the corrective action and withhold costs associated with the corrective action from the Contractors next or final payment.
- E. It is not the intent of this Contract to require the Owner, to provide services, assume responsibility or accept liability for the safety of work sites or any aspect of the work by Contractors or Subcontractors. Each Contractor shall bear sole and exclusive responsibility for safety in all phases of their work. Nothing contained herein shall relieve such responsibility.
- F. The Owner's role in achieving construction safety and health objectives include overall supervisory management for site safety with input from the Architect and field observation. This responsibility does not supersede, override or take precedence over that of construction Contractors, who are ultimately responsible for the safety and health of their employees, Subcontractors, visitors, the public and protection of property.
- G. The primary functions of the Owner as it relates to construction safety and health, are to monitor Contractor compliance with the safety and health standards required by law and to administer and enforce the conditions of the contract pertaining to safety, health, and security.
- H. Each Contractor and Subcontractor shall comply with all applicable safety related laws, including the following:
 - 1. Walsh-Healy Public Contracts Act 9 (Title 41 CFR, Part 50-2-3) and the included rules and regulations contained in the Occupational Safety and Health Standards, and Established Federal Standards (Title 20 CFR, Part 1910 and CFR, Part 1926).
 - 2. U.S. Department of Transportation Safety Requirements - Federal Highway Projects,

3. 1968, including the requirements referred to in Appendix A therein.
State and local codes and regulations.

F. Safety Documentation Reporting: Contractor shall submit to the Owner's Project Manager the following reports:

1. All accident investigation reports shall be submitted no more than 24 hours after occurrence. The Contractor must maintain accurate records of personal injury and property loss, cooperate and aid in investigation of cases, and implement appropriate actions to prevent recurrence.
2. Documented safety orientation of new hire employees shall be submitted weekly along with copies of weekly toolbox meetings.
3. Weekly Contractor-held safety meeting reports shall be submitted on a weekly basis. Safety meeting reports shall be received at start of each week.
4. Weekly site safety inspection reports performed by Contractor shall be submitted weekly.
5. Safe Plans of Action (SPA) shall be completed by the contractor prior to each task and submitted weekly.
6. Task Safety Awareness (TSA) meeting documents shall be maintained by the contractor for review by the Owner's Project Manager upon request.
7. A summary of all accidents and injuries including first-aid treatment is to be submitted weekly.
8. Crane re-certification on an occurrence basis and proof of certification prior to beginning work.
9. A Job Safety Analysis (JSA) shall be performed, signed off by all crew members, job superintendent; and Contractor safety officer prior to all lifting activities using any means.
10. Crane Safety - all crane operations will require a JSA for all hoisting operations; copy of the crane lift chart marked with longest and heaviest lifts; all crew members to sign off on JSA; barricade tape around crane at all times; need crane crew to indicate on a copy of the crane's lift chart where the highest and heaviest pick is located; tail swing location, etc.
11. A summary of OSHA Safety Violations and Citations within 4 working days of the opening Inspection Conference.
12. A notice of work termination shall be submitted by the Contractor within 10 calendar days of a Subcontractor completing work under its Contract and leaving the jobsite.
13. A site-specific safety plan that must be accepted by Owner prior to commencement of work.
14. Name and qualifications of an on-site safety person who must be accepted by the Owner prior to commencement of work.
15. List of Hazardous Substances brought on site and MSDS for each item.
16. Copy of OSHA 300 log for their project.
17. Accident and injury reports within 24 hours of occurrence

1.2 SITE SAFETY DEVICES

- A. Contractor and its Subcontractors performing work at project site maintain responsibility for providing all safety related equipment such as, but not limited to, testing equipment, safety valuing, chains, locks, alarms, signal, signage and personal protective equipment necessary to protect site workers and the general public.
- B. Employees on walking and/or working surfaces with unprotected sides or edges six feet (6') or higher above a lower level shall be protected from falling by the use of guardrails, nets or personal fall arrest systems. This shall include, but is not limited to employees on the face of

formwork, reinforcing steel or structural steel during and after erection, exterior and interior masonry work, roofing work, window installation, electrical work, mechanical work, and all other trades that require crafts/workers to work in areas where the height exceeds six feet (6') above the ground or work surface.

- C. One hundred percent (100%) personal eye wear and head wear protection is required in all construction work areas and shall be worn at all times by employees of both the contractor and subcontractors (regardless of subcontractor tier). Protective eye wear shall conform and meet requirements stated in ANSI 287.1-1968.
- D. Clean Up and Waste Disposal. Contractor shall perform a daily site cleanup and otherwise keep the Project Site free from accumulation of waste materials, rubbish and other debris resulting from the performance of the Work. The Contractor shall also be responsible for providing mowing / grass cutting services for areas inside of the construction areas weekly.
- E. Contractor shall, in compliance with Applicable Laws, remove, transport and dispose of any Hazardous Substance transported onto the Project Site by or on behalf of Contractor or any Subcontractor, or created, used or handled as part of Contractor's or any Subcontractor's activities at the Project Site.
- F. Contractor shall notify the Project Company immediately upon the discovery of the presence of any Hazardous Substance on, or the release of any Hazardous Substance on or from, the Project Site. Notwithstanding anything to the contrary set forth above, Contractor shall not be responsible for the transportation, handling, storage or removal of any Hazardous Substances which existed at, on or in the Project Site prior to commencement by Contractor of the Work.

1.3 RESPONSIBILITY

- A. Each participant involved in the construction of the project is individually responsible for conducting their activities to ensure compliance with all applicable project safety and health requirements.
- B. The Contractor's Project Manager is responsible to monitor generally the construction activities of the Contractors on the projects for compliance with project specific, Federal, State and local rules, regulations and codes. The Contractor's Site Safety manager is responsible for more detailed monitoring of construction activities.

1.4 CONTRACTOR SITE SAFETY MANAGER RESPONSIBILITIES

- A. The Contractor's Site Safety Manager is responsible for implementing the safety and health plan at the project level. The following specific safety and health plan guide will be followed:
 - 1. Pre-plan work activities through the use of Safe Plans of Action (SPA) in order to identify and control any safety and health issues, which may pose a hazard to employees or others.
 - 2. Contractors are responsible for completing Safe Plans of Action (SPA) and communicating them to employees prior to beginning each work task. This communication of safe work practices will be documented through the Task Safety Awareness meeting and form.
 - 3. Establish and maintain a safe and healthy work environment by adhering to the guidelines and procedures issued in the latest document of the Federal, State, local code, and site-specific requirements.
 - 4. Ensure that all Contractor employees and Subcontractors implement and abide by

the safety, health, and security rules and regulations set forth by all regulatory agencies as well as those established by this plan.

5. Hold, at a minimum, weekly meetings with Subcontractors to discuss accident prevention measures, review any accident prevention measures, review any accidents which might have occurred since the last meeting, and institute any additional safety measures necessary to prevent future accidents. Meetings will include incidents, which may pose potential third party claim exposures to the District.
6. Assure that Owner's staff is knowledgeable of all Contractor Subcontractor safety and health programs. The safety manager will give special attention to those operations, which require a coordinated effort by the Contractor and Owner.
7. Maintain open and continuing communications between the Owner and the Contractors on safety and health issues.
8. Assure that the safety program general requirements apply to visitors entering the project sites. A visitor's log will be established and maintained at each project.
9. Arrange for specific job safety training for Owner's staff members using or operating special equipment or entering confined spaces and/or the use of other personal protective equipment or other analysis instruments.
10. Require that Contractor personnel complete a thorough investigation of all accidents, injuries, near hits, and take immediate corrective action to prevent future occurrences. Reports shall be completed and submitted to the Owner's Project Manager within 24 hours after the occurrences.
11. Assure that safety is the FIRST subject of EVERY Contractor/Subcontractor meeting.
12. Review all safety inspection reports with the Subcontractors during the weekly progress meeting.
13. Prior to the construction activity by any Contractor and/or Subcontractor the Safety Manager will assure that all pre-work job safety analysis submittals have been reviewed by the Safety Manager and submitted to the Owner's Project Manager for review and assurance for compliance with the Contract Documents.
14. Verify the Contractor has no outstanding safety deficiencies that could result in the delay of payment.
15. Assign and manage additional Contractor safety personnel as warranted.
16. Conduct weekly Contractor safety records and performance audits.
17. Attend safety training sessions as required by the Owner.

1.5 OWNER'S RESPONSIBILITIES

- A. Review Contractors/Subcontractors safety plan.
- B. Make recommendations for administrative action when Contractors fail to correctly identify safety, health, or environmental deficiencies
- C. Attend Contractor/Subcontractor toolbox safety meetings as deemed necessary

1.6 CONTRACTOR SITE SAFETY SUPERINTENDENT

- A. The Contractor shall appoint a Site Safety Superintendent. This responsibility may be shared with other responsibilities who will be in charge of all phases of the Contractor's work as it relates to safety and be available at all times work is in progress.
- B. Contractor shall submit, in writing, the name and qualifications of the proposed individual to serve as Site Safety Superintendent to Owner for approval, prior to beginning work. The Site Safety Superintendent shall be qualified to serve in this capacity and shall not be changed without written notice to the Owner's Project Manager. All employee substitutions into this

position must be approved by the Owner's Project Manager. The Owner shall have the right to require removal of the Site Safety Superintendent should he/she be deemed incompetent, obstructive or ineffective in carrying out the work.

- B. The Site Safety Superintendent employed by the Contractor shall have full authority to act and make decisions for the Contractor in safety and loss control related matters.
- C. The Contractor's Site Safety Superintendent shall monitor all work to assure that it is being performed in accordance with the requirements of the Safety Program and site specific Contractor Safety Program. This person shall be present at the work site during regular and other working hours acting in the capacity of Site Safety Superintendent.

1.7 SAFETY

- A. Conduct weekly safety sessions.
- B. Attendance: Mandatory for superintendent and foreman for Contractor and each Subcontractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 35 23

SECTION 01 57 13**EROSION AND SEDIMENTATION CONTROL**

PART 1 - GENERAL

1.01 SCOPE

- A. This Section describes erosion and sedimentation control and other control related practices, which shall be utilized during construction activities.

1.02 RELATED DOCUMENTS

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

PART 2 — PRODUCTS NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. No clearing and grubbing or rough cutting shall be permitted until erosion and sedimentation control systems are in place.
- B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated construction area. Damages caused by construction traffic or others to erosion and sedimentation control systems shall be repaired immediately by the Contractor.
- C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoils, silt, and waste materials as specified on the Drawings and in this or other Technical Specifications and in compliance with applicable federal, state, and local rules and regulations.
- D. Contractor shall conduct all construction operation under this Contract in conformance with the erosion control practices described on the Drawings, the Storm Water Pollution Prevention Plan and this Section.
- E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified on the Drawings and in this and other Technical Specifications.
- F. Contractor shall employ protective measures to avoid damage to existing trees to be retained on the project site.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENTATION CONTROL SYSTEMS

- A. When topsoil is called for as a component of another Section, the Contractor shall conduct erosion control practices described in this Section during topsoil placement operation.
- B. When placing topsoil, maintain erosion and sedimentation control systems.
- C. Maintain grades, which have been previously established on areas to receive topsoil.
- D. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, the sub grade shall be loosened by disking or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.
- E. No sod or seed shall be placed on soil, which has been treated with soil sterilization until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 DUST CONTROL

- A. Dust control methods shall be implemented to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving stream or storm water conveyance system, to reduce on and offsite damage, to prevent health hazards, and to improve traffic safety.
- B. Contractor shall control dust blowing by utilizing one or more of the following methods:
 - 1. Mulches bound with chemical binders.
 - 2. Temporary vegetative cover.
 - 3. Spray-on adhesives on mineral soils when not used by traffic.
 - 4. Tillage to roughen surface and bring clods to the surface.
 - 5. Irrigation by water sprinkling.
 - 6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of hay, or similar materials.
- C. Dust control methods shall be implemented immediately whenever dust can be observed blowing on the project site.

3.04 KEEPING STREETS CLEAN

- A. Contractor shall keep the streets clean of construction debris, dirt, and mud generated by construction vehicles and equipment. If necessary to keep the streets clean, Contractor shall provide stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the location of stabilized construction exit, as needed. Wash water shall be released into a drainage swale or inlet protected by erosion and sediment control measures.
- B. In lieu of or in addition to stabilized construction exits, Contractor shall shovel and/or sweep the pavement to the extent necessary to keep the street clean. Water hosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.05 EQUIPMENT MAINTENANCE AND REPAIR

- A. Maintenance and repair of construction machinery and equipment shall be confined to areas specifically designated for that purpose. Such designated areas shall be located and designed so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed into receiving streams or storm water conveyance systems. These areas shall be provided with adequate waste disposal receptacles for liquid as well as solid waste. Maintenance areas shall be inspected and cleaned daily.
- B. On the construction site where designated equipment maintenance areas are not feasible, care shall be taken during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or conveyance systems. Temporary waste disposal receptacles shall be provided.

3.06 WASTE COLLECTION AND DISPOSAL

- A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. The plan must designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state and federal health and safety regulations. Special provisions shall be made for the collection and disposal of liquid wastes and toxic or hazardous materials.

- B. Receptacles and other waste collection areas shall be kept neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate for excessively long periods of time. Trash collection points shall be located where they will least likely be affected by concentrated storm water runoff.

3.07 WASHING AREAS

- A. Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow into a watercourse or storm water conveyance system. Special areas shall be designated for washing vehicles. These areas should be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Wash areas shall have gravel or rock bases to minimize mud generation. These areas shall be completely cleaned up, have waste remains hauled off, and be stabilized and seeded after the area is no longer required.

3.08 STORAGE OF CONSTRUCTION MATERIALS, CHEMICALS, ETC.

- A. Sites where chemicals, cements, solvents, paints, or other potential water pollutants are to be stored, shall be isolated in areas where they will not cause runoff pollution.
- B. Toxic chemicals and materials, such as pesticides, paints, and acids shall be stored in accordance with manufacturers' guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.09 DEMOLITION AREAS

- A. Demolition work, which generates large amounts of dust, shall be provided with dust control techniques to limit the transport of the airborne pollutants. However, water or slurry used to control dust shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state and federal health and safety regulations.

3.10 SANITARY FACILITIES

- A. The construction site must be provided with adequate sanitary facilities for workers in accordance with Division 1 and applicable health regulations.

3.11 PESTICIDES

- A. The use of pesticides shall be approved by the Owner prior to application. A one-week notice will be required of the Contractor.
- B. Pesticides used during construction shall be stored and used in accordance with manufacturers' guidelines and with local, state and federal regulations. Overuse of pesticides, which could generate contaminated runoff, shall be avoided and great care shall be taken to prevent accidental spillage. Pesticide containers shall never be washed in or near flowing streams or storm water conveyance systems.

3.12 PROTECTION OF TREES IN CONSTRUCTION AREAS

- A. Heavy equipment, vehicular traffic, and stockpiles of construction materials, including topsoil, are not permitted within the drip line of any tree to be retained. Contractor shall avoid all contact with trees to be retained unless otherwise directed by the Owner or required by the work under

this Contract.

- B. Specimen trees shown on the Drawings shall be boxed or fenced. When called for in the Drawings, tunnel under the root system for the installation of utility lines.
- C. Tree trunks, exposed roots, and limbs of the trees designated to be retained, which are damaged during construction operations, will be cared for as prescribed by a forester or licensed tree expert at the expense of the Contractor.

3.13 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for materials and labor performed under this section. Include all costs in the lump sum price, or in the unit price for Storm Water Pollution Prevention Plan.

END OF SECTION 01 57 13

SECTION 01 57 20 **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**
(NPDES) REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section describes the required documentation to be prepared and signed by the Contractor before conducting construction operations, in accordance with the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit, as stated in the Federal Register, Vol. 57, No.175, issued by the Environmental Protection Agency on September 9, 1992, page 41190.
- B. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices.
- C. Contractor shall review implementation of the Storm Water Pollution Prevention Plan (SWPPP) in a meeting with the Engineer prior to start of construction.

1.02 REFERENCES

- A. ASTM D3786: Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.
- B. ASTM D4632: Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 NOTICE OF INTENT

- A. The Contractor shall fill out, sign and date the Contractor's Notice of Intent (NOI). The signed copy of the Contractor's NOI shall be returned to the Owner. The Owner will complete the Owner's Notice of Intent. The Contractor will submit both notices to the EPA. Submission of the NOI is required by the Contractor before construction operations start.

3.02 NOTICE OF TERMINATION

- A. The Contractor shall fill out and file a Notice of Termination (NOT) upon completion of the project.

3.03 CERTIFICATION REQUIREMENTS

- A. On the Operator's Information form, the Contractor shall fill out name, address, and telephone number for the Contractor; the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures and all Subcontractors.
- B. The Contractor and Subcontractors named in the Operator's Information form shall read, sign, and date the Contractor's/Subcontractor's Certification form.
- C. The persons or firms responsible for maintenance and inspection of erosion and sediment

control measures shall read, sign, and date the Contractors Inspection and Maintenance Certification form.

- D. The Operator's Information form and all certification forms shall be submitted to the Owner before beginning construction.

3.04 RETENTION OF RECORDS

- A. The Contractor shall keep a copy of the Storm Water Pollution Prevention Plan at the construction site or at the Contractor's office from the date that it became effective to the date of project completion.
- B. At project closeout, the Contractor shall submit to the Owner all NPDES forms and certifications, as well as a copy of the SWPPP and all other relevant data. Storm water pollution prevention records and data will be retained by the Owner for a period of 3 years from the date of project completion.

3.05 ADDITIONAL INFORMATION

- A. The following information is submitted to ensure EPA Storm water Management is correctly adhered:
 - 1. For additional SWPPP information, the Contractor is referred to EPA guidance document, Storm water Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA Document No. 832-R-92-005, September 1992 NTIS Document No. PB9223591).

3.06 REQUIRED NOTICES

- A. The following notices shall be posted from the date that this SWPPP goes into effect until the date of final site stabilization:
 - 1. Copies of the Notices of Intent submitted by the Contractor and a brief project description, as given in Paragraph 1.1 of the SWPPP, shall be posted at the construction site or at Contractor's office in a prominent place for public viewing.
 - 2. Notice to drivers of equipment and vehicles, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post such notices at every stabilized construction exit area.
 - 3. In an easily visible location on site, post a notice of waste disposal procedures.
 - 4. Notice of hazardous material handling and emergency procedures shall be posted with the NOI on site. Keep copies of Material Safety Data Sheets at a location on site that is known to all personnel.
 - 5. Keep a copy of each signed certification at the construction site or at Contractor's office.
 - 6. The Contractor shall comply with EPA Baseline Construction General Permit requirements. The requirements are found in the Federal Register, Vol. 51, No. 175, September 29, 1992, page 41190. If requested, the Contractor shall complete the following EPA Checklists and provide copies to Alvin ISD:
 - a. EPA Baseline Construction General Permit Requirements Pre-Construction checklist,

- b. EPA Baseline Construction General Permit checklist ; and
 - c. EPA Pollution Prevention Plan for Storm Water Discharge Associated with Construction Activities Erosion and Sediment Control Selection Checklist.
7. The EPA checklist is found in Appendix A of the guidance document listed above (No. 832-R-92-005).

END OF SECTION 01 57 20

**SECTION 01 57 23 TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES)
REQUIREMENTS**

PART 1 - GENERAL

1.01 SCOPE

- A. This project is subject to the Texas Commission on Environmental Quality (TCEQ) Texas Pollution Discharge Elimination System (TPDES) Construction Storm Water Discharge Regulations and Requirements. The Contractor will be required to execute a Notice of Intent and implement the Pollution Prevention Plan included in the Contract Documents and comply with all reporting and inspection requirements set forth in the TPDES regulations.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Supplementary Conditions, and relevant Division 2 Specification Sections, apply to this Section.

1.03 SUMMARY

- A. The Contractor shall be responsible for the preparation, implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking and other practices described in the Storm Water Pollution Prevention Plan (SWPPP) Drawing, and as specified elsewhere in this or other Technical Specifications.
- B. Contractor shall present his plan for implementation of the SWPPP in a meeting with the Owner/Architect/Engineer prior to start of construction.

1.04 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for materials and labor performed under this section. Include all costs in the lump sum price, or in the unit price for Storm Water Pollution Prevention Plan.

PART 2 - PRODUCTS

2.01 COMPONENTS

- A. Provide erosion and sediment control measures as specified on the Storm Water Pollution Prevention Plan Drawing, and this or other Technical Specifications.

PART 3 - EXECUTION

3.01 NOTICE OF INTENT / CERTIFICATION REQUIREMENTS

- A. The Contractor shall execute, along with the Contract Documents, a Contractor/ Subcontractor Certification, which shall identify the responsibilities for construction activity during the contract. Each Subcontractor's responsibility with regard to the SWPPP shall be identified.
- B. The Contractor shall be responsible for signing the certification statement of the NOI. A copy of the NOI form is included as part of this section.
- C. A copy of the NOI shall be posted in a prominent place for public viewing at the project site.

The Contractor shall be responsible for execution of all documents and providing all inspections and certifications outlined in the SWPPP as necessary for compliance with federal, state and local guidelines.

- D. The executed Notice of Intent shall be sent to: BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Storm Water & General Permits Team; MC-228
P.O. Box 13087
Austin, Texas 78711-3087

3.02 RETENTION OF RECORDS

- A. The Contractor shall retain a copy of the SWPPP from the date that it became effective to the date of project completion.
- B. Contractor shall retain copies of all inspection and maintenance reports, as well as copies of all modifications and adjustments to the SWPPP until the date of project completion.
- C. Contractor shall return to the Owner, all records stated above at the completion of the project. Owner will retain all SWPPP records and data for a period of three (3) years from the date project completion.

3.03 REQUIRED NOTICES

- A. The following notices are to be posted from the date that the SWPPP goes into effect until the date of final stabilization:
1. Copies of the Notice of Intent, submitted by the Owner and General Contractor, along with the Project Description Form of the SWPPP, are to be posted at the construction site or at the Contractor's office in a prominent place for public viewing.
 2. Notice to drivers of equipment/vehicles to stop, check, and clean tires for debris and mud before equipment/vehicles are allowed to enter traffic lanes are to be posted at every stabilized construction exit area.
 3. Notice of waste disposal procedures are to be posted at a location onsite.
 4. Notice of hazardous material handling and emergency procedures are to be posted with the NOI on site. Copies of Material Safety Data sheets are to be kept at a location onsite that is clearly made known to all personnel.
 5. A copy of the signed Certification forms included in this Section shall be kept at the construction site or at the Contractor's office.

3.04 NOTICE OF TERMINATION

- A. Notice of Termination (NOT) of Coverage under the TPDES General Permit for Storm Water Discharges Associated with Industrial Activity and storm water run-off from the construction activities does not cause sediment transport or erosion from the site. The A/E and inspector will make final determination of the final stabilization. Final stabilization is when all soil-disturbing activities at the site have been completed and when a uniform perennial vegetative cover with a density of 85% of the cover for unpaved areas has been established. The Contractor will be required to maintain structural controls until this vegetative cover meets the above requirement.

3.05 ATTACHMENTS

- A. PROJECT DESCRIPTION OF STORM WATER POLLUTION PREVENTION PLAN
- B. CONTRACTOR / SUBCONTRACTOR CERTIFICATION
- C. OWNER CERTIFICATION
- D. INSPECTION & MAINTENANCE CERTIFICATION
- E. INSPECTION & MAINTENANCE REPORT
- F. NOTICE OF INTENT (NOI)

PROJECT DESCRIPTION
STORM WATER POLLUTION PREVENTION PLAN

Project: _____

Location: _____

Owner: _____

Project Description: _____

Contractor:

Name, Title

Company

Address 1

Address 2

Subcontractors:

Name, Title

Company

Address 1

Address 2

Name, Title

Company

Address 1

Address 2

Name, Title

Company

Address 1

Address 2

Name, Title

Company

Address 1

Address 2

CONTRACTOR / SUBCONTRACTOR CERTIFICATION

(To be completed by the Contractor)

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollution Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

General Contractor:

Name, Title

Telephone

Company

Fax

Address 1

Email

Address 2

Date

General Contractor:

Name, Title

Telephone

Company

Fax

Address 1

Email

Address 2

Date

General Contractor:

Name, Title

Telephone

Company

Fax

Address 1

Email

Address 2

Date

Subcontractor:

_____ Name, Title	_____ Telephone
_____ Company	_____ Fax
_____ Address 1	_____ Email
_____ Address 2	_____ Date

Subcontractor:

_____ Name, Title	_____ Telephone
_____ Company	_____ Fax
_____ Address 1	_____ Email
_____ Address 2	_____ Date

Subcontractor:

_____ Name, Title	_____ Telephone
_____ Company	_____ Fax
_____ Address 1	_____ Email
_____ Address 2	_____ Date

Subcontractor:

_____ Name, Title	_____ Telephone
_____ Company	_____ Fax
_____ Address 1	_____ Email
_____ Address 2	_____ Date

OWNER CERTIFICATION
(To be completed by the Owner)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Owner: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

INSPECTION & MAINTENANCE CERTIFICATION
(To be filed with Inspection Reports)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

INSPECTION & MAINTENANCE REPORT
STORM WATER POLLUTION PREVENTION PLAN

INSPECTOR: _____

DATE: _____

DAYS SINCE LAST RAINFALL: _____

AMOUNT OF LAST RAINFALL (IN.): _____

STABILIZATION MEASURES

AREA: _____

DATE SINCE DATE OF STABILIZED CONDITION : _____

DISTURBANCE: _____

STABILIZATION REQUIRED: _____

TO BE PERFORMED BY: _____ **ON OR BEFORE:** _____

STRUCTURAL CONTROLS

DIVERSION DIKES AND SWALES: _____

FROM TO STABILIZED? _____

EVIDENCE OF WASHOUT OR OVER-TOPPING? _____

MAINTENANCE REQUIRED FOR DIVERSION DIKES AND SWALES: _____

TO BE PERFORMED BY: _____ **ON OR BEFORE:** _____

TEMPORARY DIVERSION SWALE:

FROM TO STABILIZED? EVIDENCE OF WASHOUT OR OVER-TOPPING? _____

MAINTENANCE REQUIRED FOR TEMPORARY DIVERSION SWALE: _____

TO BE PERFORMED BY: _____ **ON OR BEFORE:** _____

FILTER FABRIC FENCE:

LOCATION _____ BOTTOM _____ FABRIC TORN _____ POST TIPPING _____

HOW DEEP _____ IS THE FABRIC STILL OR SAGGING OVER _____ SEDIMENT? _____

BURIED _____

MAINTENANCE REQUIRED FOR FILTER FABRIC FENCE:

TO BE PERFORMED BY: _____ **ON OR BEFORE:** _____

INLET PROTECTION BARRIERS:

LOCATION IN PLACE _____ DEPTH OF CONDITION OF CONDITION? _____

SEDIMENT INLET _____

MAINTENANCE REQUIRED FOR INLET PROTECTION BARRIERS:

TO BE PERFORMED BY: _____ **ON OR BEFORE:** _____

INSPECTION AND MAINTENANCE REPORT

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN: _____

REASON FOR CHANGES: _____

INSPECTOR'S SIGNATURE: _____ DATE: _____

END OF SECTION 01 57 23

SECTION 01 70 00

PROJECT CLOSEOUT

1. RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to Work of this Section.

2. SUMMARY

Comply with all requirements of the Contract; send notice, furnish warranties, certificates, affidavits and other requirements as specified to complete the Contract.

3. RELATED WORK IN OTHER SECTIONS

Record Drawings
Special Guarantees: Various other Sections
Final inspection and final payment: General Provisions
Operating and Maintenance Manuals
Keys

4. PRE-FINAL INSPECTION

- A. Before requesting pre-final inspection, Contractor shall make a thorough survey of Work of all trades and ascertain that all final adjustments have been made and the Work has been completed, and ready for turnover to Owner.
- B. Necessary verbal instructions and demonstrations shall be given to maintenance forces for component parts of the building.
- C. Those in attendance will include the Architect, Representatives of the Contractor, the Owner's Representative and Consultants.
- D. Furnish an updated list of Subcontractors and material suppliers along with names of key personnel, addresses and telephone numbers.
- E. Provide and deliver to designated recipient all items listed hereinafter in the Site Work, General Construction, HVAC, Plumbing and Electrical checklists. Checklists are not intended to be all-inclusive. Contractor shall review all Sections to the Specifications, and provide all similar items to the Architect for distribution. Items not contained in these lists shall be brought to the Architect's attention by the Contractor to obtain Architect's direction for delivery.

5. PROJECT CLOSEOUT CHECKLIST

The attached checklist (pages 5-10) shall be completed by the Contractor following its request for Substantial Completion Review by Architect and prior to Final Payment. All items must be checked off by the Contractor prior to Final Payment unless Owner/Architect specifically authorizes deviation and waives requirements.

6. FINAL INSPECTION

Conduct a final inspection with those in attendance, including but not limited to; the Architect, Representatives of the Architect, representatives of the Contractor, and the Owner. Failure to satisfactorily complete items will necessitate further reinspections by the Architect and/or other persons above. Cost for further reinspections shall be borne by the Contractor.

7. CLOSEOUT SUBMITTAL

- A. Submit all closeout documents to Architect via email/hyperlink for preliminary review.
- B. At final submission, submit one (1) thumb drive, containing the following documents, as applicable to the project. The documents shall be in PDF format.

1. Contractor / Subcontractor Directory
2. Warranties
3. Certificate(s) of Substantial Completion
4. All RFI's as issued complete
5. Forms (Refer to Section 01 10 00 for templates of Forms a-g)
 - a) Contractor's Affidavit
 - b) Subcontractor Warranty
 - c) Completed Project Closeout Checklist
 - d) Completed Signed Off Punchlists

If required by Owner, submit two (2) binders, containing the documents listed above. Include a complete Table of Contents and affixed index of all items contained in each binder and box(es). Boxes will be returned if the index is not included.

- C. **Final Payment Documents**: Submit the following documents which will be incorporated into the binders above by the Architect before the Architect forwards the Closeout Submittal to the Owner:
1. Final Application and Certificate for Payment
 2. Lien Releases
 3. Consent of Surety

If required by Owner, submit two copies of O&M binders, separated into the categories listed above, as listed on the attached O&M Binder Submittal Checklist.

E. **Record Documents**

1. **General**: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal Working hours.
2. **Record Drawing**: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at each corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor may elect to maintain electronic record drawings at the site, provided they are in pdf format and are kept up-to-date.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order and/or CAEA numbers where applicable.

During construction, note all Project Record Data (Addendums, ASIs, RFIs, PRs and other modifications) to one complete set of black or blue lines using colored pencils or ink. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set. Deliver one complete set of all Drawings to the Architect for the Owner's records. The cost of all printing shall be paid by the Contractor. Submit one complete set in PDF format on a thumb drive.

3. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data. Contractor may elect to maintain electronic record drawings at the site, provided they are in pdf format and are kept up-to-date.

Upon completion of the Work, submit 1 copy of record Specifications to the Architect for the Owner's records. Submit one complete set in PDF format on a thumb drive.

- F. **Failure to comply with all required items as specified above could lead to the return of all closeout documents for correction.**
- G. Upon receipt of notice of completion of Work and Submittal of all required items from the Contractor, and the Architect and Owner's Representatives will make a pre-final inspection to determine the status of completion, and add any noted discrepancies and/or omissions to the Contractor's list of items requiring completion or correction for the use of the Contractor. If the Architect or Owner's Representative should not concur in the Contractor's claim of completion, the Contractor will be notified, and shall send a second notice at an appropriate time of completion including a list of corrections made.

8. MAINTENANCE MATERIALS

Deliver packaged and labeled maintenance materials as required by the various Specification Sections to a location designated by the Owner.

9. GUARANTEE INSPECTION

Not less than 30 days before expiration of the one-year guarantee period, an inspection of the Project will be conducted by the Owner's Representative, Architect and the Contractor, to see if any Work is required to make good on guarantees.

Execute promptly such corrective measures as required to eliminate deficiencies under the guarantees. Deficiencies as noted by inspection will automatically lengthen the warrantee or guarantee period until the deficiency is cured.

PROJECT CLOSEOUT CHECKLIST

The following checklist shall be completed by the General Contractor following their request for Substantial Completion Review by Architect and prior to Final Payment. All items must be checked off by the General Contractor prior to Final Payment unless Owner/Architect specifically authorizes deviation and waives requirements.

Complete and deliver all items listed hereinafter in the Site Work, General Construction, HVAC, Plumbing and Electrical checklists. Checklists are not intended to be all-inclusive. Contractor shall review all Sections to the Specifications, and provide all similar items to the Architect for distribution. Items not contained in these lists shall be brought to the Architect's attention by the Contractor to obtain Architect's direction for delivery.

Complete
yes () / no (X)

A. Removal of Temporary Utilities, Facilities, and Controls

- 1) Remove temporary above grade or buried utilities, equipment, facilities, materials prior to Final Application for Payment Inspection.
- 2) Remove underground installations to a minimum depth of 2 ft. Grade site as indicated.
- 3) Clean and repair damage caused by installation or use of temporary Work.
- 4) Clean site and remove debris including surplus materials and debris under finish grade.
- 5) Grade entire site to finished grade and appearance.

B. Final Cleaning:

- 1) Execute final cleaning prior to final inspection.
- 2) Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
- 3) Clean debris from site, roofs, gutters, downspouts, and drainage systems.
- 4) Replace filters of operating equipment.
- 5) Remove waste and surplus materials, rubbish, and construction facilities from the site.

C. Demonstration and Instructions

- 1) Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- 2) Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed upon times at equipment location.
- 3)

E. **PROJECT CLOSEOUT AND PRE-FINAL PAYMENT REQUIREMENTS**

The listed items are considered the minimum requirements to be completed before the District considers this Project complete and closeout and must be completed prior to issuance of final payment. Should the Contractor feel that some item(s) are not in the scope of Work required for closeout, those issues should be listed in writing to the Owner and Architect with an explanation as to why this Work cannot be accomplished. Prior to Project completion, the Contractor will coordinate a closeout meeting with the Owner and Architect/Engineers to determine all of what is required. Prior to submission of documents, the Contractor will again have a closeout coordination meeting to show documents assembled for compliance to requirements.

1. **Final Acceptance:** by the issuance of the Architect's Substantial Completion certificate and signed by all parties.
2. **Reassignment of Utilities:** shall not take place any sooner than the date of Substantial Completion. Contractor to make all necessary initial communications to utility companies to determine requirements to do reassignment and any action required by the Owner. If utilities are reassigned to the Owner, and the Contractor is still on site Working and using utilities, it will be the Contractor's responsibility to ensure utility use is at a minimum, and ensure utilities are shut down when not in use.
3. **Irrigation & Timers:** Timers shall be set to the minimum required time and frequency necessary to adequately irrigate landscaping and grass. Extensive and unnecessary water spraying onto buildings, onto flatwork and running down pavement is not acceptable and may result in water use back charges to the Contractor. Provide 2 color-coded zone maps for District use indicating different zones and main valves for zones. Provide one reproducible plan for District's use.
4. **Punch Lists:** Completed or satisfactory progress towards completion.
5. **Turn Over Of All Keys:** Such as but not limited to: building, specialty doors, lights, water/hose bibs, panic hardware, access doors, toilet room equipment, wrenches, pull stations, lockers, flatwork, athletic equipment, control panels, flag poles, panel boxes, elevators, smoke detectors, etc. The number of keys is to be the same amount that came with the item/device that was originally supplied. Keys to be tagged and turned over to the Construction Management Department.
6. **Passage Of All Required Inspections:** Includes fire extinguishers with required tags, fire alarm, Fire Marshall, City and/or County inspections, boilers, kitchen equipment including ventilation system, MEP, Civil, etc.
7. **Delivery Of Closeout Materials:** See attached listing of close out items. Manuals shall be labeled on the front cover and the back for identification. Minimum of two copies. Data submitted is not to be a repeat of Submittals unless Submittal data provides the information required.
8. **Finish Schedule Listing:** Provide a listing of finishings used in the Project for quick reference. Provide item, manufacturer, color, styled, etc. Items to list include but are not limited to: carpet, VCT, ceiling tile, ceramic tiles, paver tiles, plastic laminate including wall panels and paint. On paint finishes, use attached sample paint card or something similar.

F. O&M BINDER SUBMITTAL (if required by Owner)/ PDF Format CHECKLIST

1) **Binder Contents:**

General

- _____ Contractor/Sub Directory
- _____ Warranties
 - Provide duplicate notarized copies.
 - Execute and assemble documents from Contractor, Subcontractors, suppliers, and manufacturers.
- _____ Subcontractor Warranty
- _____ Completed Project Closeout Checklist
- _____ Consent of Surety

Submittal Box Contents: (The following list is provided as an example. All Submittals submitted on the job shall be included whether indicated below or not.)

_____ **Updated As-Builts including pdf electronic copy on CD/Thumb Drive (Adobe)**

_____ **Electronic Copy of all Submittals and O&M literature on CD/Thumb Drive (Adobe)**

G. Spare Parts and Maintenance Materials

- _____ 1) Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- _____ 2) Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

H. Contract Closeout Procedures

- _____ 1) Application for "Certificate of Substantial Completion" shall be accompanied by the following:
 - _____ a. City Occupancy Permit
 - _____ b. Owner's Manual
 - _____ c. Comprehensive list of items to be completed
- _____ 2) Application for Final Payment shall be accompanied by the following:
 - _____ a. Signed affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid
 - _____ b. Written release of all claims against Owner
 - _____ c. Written consent from the Surety that the Contractor is due final payment
 - _____ d. Completion of all items contained in the Work
 - _____ e. Project record set
 - _____ f. Completion of all final cleaning items
 - _____ g. Removal of all temporary facilities
 - _____ h. Receipt showing delivery of all spare parts and extra products

General Contractor herein certifies that all items on the foregoing Project Closeout Checklist have been completed and understands he will be responsible for completing any unfinished or incorrectly installed Work that may become apparent subsequent to Substantial and Final Completion.

Failure to complete this certificate constitutes non-compliance with the job specifications and an unacceptable job.

Signed before me this _____ day of _____, 20_____.

_____ for the State of Texas
Notary Public

SECTION 01 74 23

FINAL CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Keep premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; leave project clean and ready for owner's use.
- C. Maintain project in accord with State and Local safety, health and insurance standards.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 HAZARDS CONTROL

- A. Store volatile waste in covered metal containers, and remove from premises daily.
- B. Prevent accumulation of waste, which creates hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.

3.2 DISPOSAL

- A. Salvageable materials, including but not limited to, fill, riprap, road materials, etc. identified to be retained by Owner will be delivered to location designated. Remove other waste materials, debris and rubbish from site and legally dispose of in dumpster provided.
- B. Do not burn or bury rubbish and waste materials on project site.
- C. Do not dispose of volatile waste such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- D. Do not dispose of waste into streams or waterways.
- E. Do not dispose of excess concrete on the project site or adjacent property.

3.3 DUST ABATEMENT

- A. Wet down materials and rubbish to lay dust and prevent it from blowing.

3.4 SITE CLEANING/APPEARANCE

- A. All walks, drives and streets outside the construction fence shall be kept clean of dirt, mud, debris, building materials, etc. at all times.

- B. The Contractor will immediately clean any mud tracked out of the construction area by vehicles or equipment.
- C. The Contractor will keep the entire construction area clean and at least weekly, conduct a general clean up operation.
- D. The Contractor will keep the grass/weeds cut at all times within limits of construction. Minimum time interval during growing season is two weeks.
- E. Periodically inspect, tighten and realign construction/tree protection fencing.

3.5 CONTAINERS AND HANDLING

- A. Provide on site containers for collection of waste materials, debris and rubbish. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

3.6 SPECIAL REQUIREMENTS

- A. Owner's waste containers located inside or outside of construction limits will not be used by the Contractor, or covered, fenced in or otherwise made inaccessible for use by the Owner's forces.

3.7 FINISH WORK

- A. Vacuum clean interior areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for beneficial occupancy or final acceptance.

3.8 REPAIRS

- A. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

3.9 EXISTING AREAS

- A. Existing areas of building interior and exterior which are outside contract limits, but are soiled as a result of the work under this Contract, shall be cleaned and restored to original condition.

END OF SECTION 01 74 23

SECTION 02 41 16

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of buildings and site improvements.
 - 2. Abandoning in-place or removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and abandoning in-place site utilities.
 - 4. Salvaging items for reuse by Owner.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review and finalize protection requirements.
 - 4. Review procedures for noise control and dust control.
 - 5. Review procedures for protection of adjacent buildings.

6. Review items to be salvaged and returned to Owner.

1.6 INFORMATIONAL SUBMITTALS

- A. Schedule of Building Demolition Activities: Indicate the following:
 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services.
 3. Shutoff and capping or re-routing of utility services.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before the Work begins.

1.7 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before building demolition, coordinate with Owner on the items the owner will remove.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. Hazardous materials will be removed by Owner before start of the Work.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's use of the site or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished. Coordinate work with Civil engineering and MEP engineering scope of work.
 - 1. Owner will arrange to shut off utilities when requested by Contractor.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches or deeper if required to accommodate new construction in the area of demolition below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.
 - 1. Remove below-grade construction, foundation walls, and footings, to at least 12 inches below grade.
- B. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.
- C. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

END OF SECTION 02 41 16