

REQUEST FOR PROPOSALS

BEXAR COUNTY COMMUNITY ARENAS BOARD BEXAR COUNTY, TEXAS

WEST GATE ENTRANCE EXTERIOR IMPROVEMENTS

CSP NO. 2017-1211



Issued: Nov. 1, 2017

**PROPOSALS MUST BE RECEIVED BEFORE
10:00 A.M. CENTRAL DAYLIGHT TIME ON DEC. 12, 2017**

**Location: Freeman Coliseum
Administrative Office
3201 E. Houston Street
San Antonio, Texas 78219**

**By:
Saldana & Associates, Inc.
4040 Broadway Ste.400
San Antonio, Texas 78209**

**For:
Bexar County Community Arenas Board
3201 E. Houston Street
San Antonio, Texas 78219**

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REQUEST FOR PROPOSALS FOR:

Improvements at the Freeman Coliseum, 3201 E. Houston Street, including, wrought iron fence.

CSP No. 2017-1211

SECTION 1 - INTRODUCTION

1.1 PROJECT BACKGROUND AND SPECIAL CONCERNS

BCCAB is seeking a Contractor using the competitive sealed proposal method authorized by Section 2269 of the Texas Government Code.

As specifically used in this RFP, the terms below have the meanings set forth below:

(1) "Contractor" means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction of the West Gate Fencing Improvements at the Coliseum Grounds at the contracted price.

(2) "Offeror" means any qualified party responding to this Request For Proposal.

1.2.1 The RFP provides the information necessary to prepare and submit Lump Sum Proposals including construction management fees and general conditions. BCCAB will rank the Offerors in the order that they provide the "best value" for BCCAB based on the published selection criteria and on the BCCAB's ranking evaluations. Interviews of Contractor firms may follow at the BCCAB's option.

1.2.2 Contractor will use good faith efforts to cause local, minority owned ("MBE") and women owned ("WBE") business enterprises (collectively, "SMWBE") to be engaged in the construction of the Project.

OFFERORS ARE CAUTIONED TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS.

The Project at the West Gate entrance of the Coliseum Grounds is described under Scope of Work below.

The Contractor will work concurrently with and collaborate with Freeman Coliseum Staff. The Contractor for the Project will coordinate its Work with the continued operation of the Freeman Coliseum and events held on the Coliseum Grounds including the S.A. Stock Show and Rodeo and the AT&T Center.

1.3 PROCUREMENT SCHEDULE:

Release of RFP: Nov 1, 2017

Final Day for Questions: 4:00 p.m. Nov 22, 2017

Proposals due by: 10:00 A.M. Dec 12, 2017

BCCAB Contract Award: Dec. 14, 2017

Notice to Proceed: TBD

1.4 OBJECTIVE

BCCAB contracted with Saldaña & Associates, Inc. to design the West Gate Entrance Fencing Improvements at the Freeman Coliseum, off of east Houston Street. The Contractor selected at the end of this process will be required to work closely with the City of San Antonio (COSA) Building Code officials to secure necessary permits and ensure compliance in all disciplines. The Contractor will also be required to coordinate all COSA inspection activities, Project Architects, and Federal and State requirements to ensure the safety of all personnel. The design documents for the Project will be provided in the release of the RFP. Offerors shall respond to all elements of the Project Scope description below and any addenda issued prior to the submission deadline.

Project Scope Description:

This Project Scope includes the following work to construct the West Gate Entrance Fencing Improvements at 3201 E. Houston Street.:

- Selective demolition and fencing.
- Install new ornamental wrought iron fencing and site lighting.

SECTION 2 - GENERAL INFORMATION & REQUIREMENTS

2.1 GENERAL INFORMATION: Bexar County Community Arenas Board ("BCCAB") is soliciting proposals ("Proposals") for selection of a General Contractor for the construction of a new entry gate to the grounds of the Freeman Coliseum at 3201 E. Houston St., referred to as the "Project" in accordance with the terms, conditions, and requirements set forth in this Request for Proposal.

2.1.1 This Request for Competitive Sealed Proposals ("RFP") is the process for selecting a General Contractor firm for the Project as provided by Texas Government Code Chapter 2269. The RFP provides the information necessary to prepare and submit Proposals, including fee proposals and general condition prices. BCCAB will rank the Proposals in the order that they provide the "best value" for the BCCAB based on the published selection criteria and on the ranking evaluation.

2.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (TEXAS GOV'T CODE, Chapter 552.001, *et seq.*) after the solicitation is completed and a contract is awarded.

2.2.1 BCCAB strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

2.3 TYPE OF CONTRACT: After a Contractor firm is selected for the award of a contract, the successful Offeror will be required to enter into a contract with BCCAB.

2.4 INQUIRIES AND INTERPRETATIONS:

2.4.1 Offerors are required to restrict all contact and questions regarding this RFP to the named individual listed in 2.8 Point-of-Contact.

2.4.2 Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by BCCAB as an addendum and may be posted to the website: www.freemancoliseum.com. All such addenda issued by CAB before the Proposals are due are part of the RFP, and Offerors shall acknowledge receipt of and incorporate each addendum in its Proposal. It is Offeror's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Offeror who does not have

access to the Internet, must notify CAB in accordance with Section 2.8 Point-of-Contact, that Offeror wishes to receive copies of changes, amendments, or written responses to questions by facsimile.

2.4.3 Only those inquiries BCCAB replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Offerors must acknowledge all addenda by signing and returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of the Proposals, or shall accompany the Proposals.

2.4.4 The Final Day for Questions is Thursday, Nov. 16, 2015, 4:00 pm local time.

2.5 GENERAL CONTRACTOR FIRM'S RESPONSIBILITIES: The selected General Contractor firm will be required to assume responsibility for all services required for the Project, whether or not the selected General Contractor firm performs the services or the services are performed by a subcontractor to the General Contractor firm. General Contractor will be required to coordinate with BCCAB's selected contractors for associated work and its subcontractors to ensure that all work is completed in an efficient and timely manner and in furtherance of having properly operating mechanical and electrical systems delivered on or before the expected date of completion of the project. Further, BCCAB will consider the General Contractor firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.6 SUBMISSION OF PROPOSALS:

2.6.1 Submittal Deadline: Bexar County Community Arenas Board will accept Proposals at the location listed below until 2:00 p.m. local time, November 21, 2017.

2.6.2 Number of Copies: Submit a total of six (6) identical originals of the entire Proposal to the individual at the location identified herein by the date and time specified. An original signature must appear on the Execution of Offer on each of the six (6) originals submitted. The Proposal must be signed by the Offeror's official(s) authorized to commit its Contractor firm to the Proposal. Failure to sign and return the Execution of Offer form, which is identified as Attachment 1 of this RFP, will subject your Proposal to disqualification.

2.6.3 Late Submittals: It is the complete responsibility of the Offeror to ensure that the Proposal is received at the designated submittal location by the submittal deadline. Proposals received after the deadline above will be returned to the Offerors unopened. Late RFP packets will not be considered under any circumstances.

2.6.4 BCCAB will not acknowledge or receive RFP packets that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

2.6.5 Properly submitted RFP packets will not be returned to Offerors.

2.6.6 RFP materials must be enclosed in a sealed envelope (box or container), and the package must clearly identify the submittal deadline, the RFP number, and the name and return address of the Offeror as described below in Section 2.7.

2.7 COVER CITATION: The following citation must be on the cover of the sealed envelope submitted to:

Mr. Derrick Howard
Bexar County Community Arenas Board
3201 E. Houston Street
San Antonio, Texas 78219
Regarding: RFP No. 2017-1211
Date of submission: November 21, 2017.

2.7.1 Properly submitted Proposals will be opened publicly and the names of the Offerors will be read aloud.

2.8 POINT-OF-CONTACT:

Mr. Derrick Howard, Bexar County Community Arenas
3201 E. Houston St.
San Antonio, Texas 78219
E-mail: derrickh@freemancoliseum.com
Phone: 210/226-1177
Fax: 210/226-5081

BCCAB specifically requests that Offerors restrict all contact and inquiries regarding this RFP to the above-named individual. Each recipient of this RFP acknowledges and understands that contact with other BCCAB or Bexar County officials and employees is prohibited and may result in disqualification. Potential Offerors should ensure that the BCCAB's Point of Contact has current contact information so that Offerors will receive copies of clarifications, addenda or other information relating to the Project.

2.9 EVALUATION OF PROPOSALS: The evaluation of the RFPs shall be based on the criteria as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by BCCAB.

An evaluation committee will be formed to review and evaluate the RFPs in accordance with the following criteria and to make recommendations to Bexar County Community Arenas Board based upon such analysis. At various times during the deliberations, BCCAB may issue one or more requests for written clarification to the individual Offerors.

BCCAB may request that the Offeror verify or certify certain aspects of its Proposal. The scope, length, and topics to be addressed shall be prescribed by, and subject to, the discretion of BCCAB. At the conclusion of this process, Offerors may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of the requested clarifications and additional information described above, if necessary, the Proposals will be re-evaluated to factor in the clarifications and additional information.

Evaluations and rankings of Proposals are subject to the sole discretion of BCCAB, Freeman Coliseum staff, and such professional and other advisors as BCCAB may designate.

The following criteria and corresponding weighting will be applied in the evaluation of the Proposals:

- 2.9.1 General Experience - Offeror's Key Personnel, Offeror's Experience and Qualifications in performing similar projects, Offeror's Safety Record and Program, Offeror's References, Offeror's Quality Control Program, Offeror's Scheduling techniques and the ability to meet its Schedules. Offeror shall identify by name and title the personnel to be located on-site full-time for the duration of the Project. (10%)
- 2.9.2 Lump Sum Proposal Amount. (60%)
- 2.9.3 Previous Experience - Offeror's previous experience working with the Project Team (Freeman Coliseum, Bexar County, AE team). (5%)
- 2.9.4 Understanding of the Project as demonstrated in the Proposal, including schedule and critical path. (25%)

2.10 BCCAB 'S RESERVATION OF RIGHTS: BCCAB may evaluate Proposals based on the anticipated completion of all or any portion of the Project. BCCAB reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. BCCAB makes no representations, written or oral, that it will enter into an agreement with any offeror to this RFP for this Project as described, or any phase of the Project, and no such representation is intended or should be construed by the issuance of this RFP.

2.11 Not Used.

2.12 NO REIMBURSEMENT FOR COSTS: Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP are the sole responsibility of the Offeror.

2.13 Not Used.

2.14 Not Used.

2.15 COORDINATION: Offerors will be required to work with: (a) BCCAB staff and officials to gather information and analyze needs; (b) utility and regulatory entities to determine the feasibility of the Project; and (3) may be required to actively participate in a limited number of public meetings.

2.16 PROJECT DESIGN: BCCAB has contracted with Saldaña & Associates for the drafting of construction documents for the Project. These documents include the following items:
a. Construction Documents, Dated October 6, 2017

2.17 PROJECT LOCATION: Freeman Coliseum, 3201 E. Houston Street, San Antonio, Texas.

2.18 SUBMITTAL CHECKLIST: Offerors are instructed to complete, sign and return the documents stated below as a part of their Proposal submittal. Failure to return these documents may subject your Proposal to disqualification:

Signed and completed: (a) Execution of Offer; (b) Response to Offeror Questionnaire; (c) Offeror's Audited Financial Statements; and Bid Form including all required supplements.

2.19 PLANS AND SPECIFICATIONS: The RFP Project Manual with supporting documents will be available electronically through the internet at www.freemancoliseum.com. A copy of the RFP Project Manual can also be provided to Offerors by the BCCAB at its Administrative Office located at 3201 E. Houston Street, San Antonio, TX 78219. Project Manuals will be available in the form of a Compact Disc (CD) at a non-refundable cost of \$5.00 each. A limit of two (2) CD's will be available to each Offeror.

HARD COPIES WILL NOT BE AVAILABLE.

SECTION 3 - REQUIREMENTS FOR PROPOSAL

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 5. Incomplete responses may be considered non-responsive.

3.1 CRITERION ONE: Not used.

3.2 CRITERION TWO: Not used.

3.3 CRITERION THREE: Not used.

3.4 CRITERION FOUR: Not used.

3.5 CRITERION FIVE: Not used.

3.6 CRITERION SIX: OFFEROR'S JOB SITE SAFETY PROGRAM FOR THIS PROJECT

3.6.1 Describe your job site safety program for this Project and specific safety policies with which your firm's employees and the employees of the subcontractors must be in compliance.

3.6.2 Identify the Project safety team, their qualifications, duties and city(ies) of residence.

3.6.3 Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site. If any, describe how you have revised your safety program.

3.7 CRITERION SEVEN: OFFEROR'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

3.7.1 Describe your warranty service support philosophy and warranty service implementation plan for this Project.

3.7.2 Describe how you would measure the quality of service provided to BCCAB for this Project.

3.7.3 Provide reference letters from the owners of three (3) previous projects that describe your response to, and performance on, warranty services after substantial completion of renovation of existing single-story commercial buildings or buildings of a type similar to the Project building.

3.8 CRITERION EIGHT: OFFEROR'S INITIAL LUMP SUM PROPOSAL

See and complete Lump Sum Bid Form (Attachment 2) of this RFP.

3.9 CRITERION NINE: OFFEROR'S BONDABILITY

Attach a letter of intent from a surety company indicating the Offeror's bondability for this Project. The surety shall acknowledge that the Offeror is able to provide a performance bond and a payment bond in the amount of the Project budget in accordance with Texas Government Code Section 2253.021. The Offeror awarded the contract must provide a payment bond and a performance bond to the BCCAB Administrative Office within five (5) business days prior to the date the Offeror executes the Contractor contract.

3.10 CRITERION TEN: OFFEROR'S LETTER OF TRANSMITTAL

Included with each copy of a Proposal shall be a transmittal letter, which must include the following:

3.10.1 Executive Summary

An Executive Summary, not exceeding ten (10) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Offeror's qualifications and its ability to satisfy the requirements of the Project.

3.10.2 Confidential Contents Index

A page executed by the Offeror that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that the Offeror deems confidential, trade secret or proprietary information protected by the Texas Public Information Act. Blanket designations that do not identify the specific information shall not be acceptable and may cause BCCAB to treat the entire Proposal as public information. Notwithstanding the foregoing, the list required under this subsection is intended to provide input to BCCAB as to the confidential

nature of an Offeror's Proposal but in no event shall such list be binding on BCCAB's determination regarding any issue relating to confidentiality or a request under the Act.

3.10.3 Statement of Understanding

A brief statement of understanding of the Project and the services the General Contractor firm will be required to perform as well as a positive commitment to perform the services within the Project substantial completion date as shown on the Bid Form.

3.10.4 Contact Person

Name of the contact person or representative for the General Contractor firm, title, address and telephone number. State whether the contact person is authorized to contractually bind the Contractor firm for this Project. If the contact person is not authorized to contractually bind the Firm for this Project, state the name and title of the individual with contracting authority for the General Contractor firm.

3.10.5 Litigation Summary

A litigation summary that briefly describes any claims or lawsuits that have been filed against the General Contractor firm for misfeasance or nonfeasance or anything else, of professional services. Identify the claim or suit by adverse party, case number, jurisdiction where filed and current status. This statement must be submitted in the Proposal envelope.

3.10.6 Legal Qualifications

The following information regarding legal issues affecting the Offeror and its team members shall be submitted:

3.10.6.1 Legal Issues

Identify and explain any significant anticipated legal issues which the Offeror must resolve in order to carry out the Project and its obligations under a contract.

3.10.6.2 Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving projects in which the Offeror or any team member (or any other organization that is under common ownership with the Offeror or any team member) was: (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract; or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

3.10.6.3 Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring during the last five years involving Offeror or any team member (or any other organization that is under common ownership with the Offeror or any team member), and involving an amount in excess of ONE MILLION DOLLARS (\$1,000,000.00) related to performance in projects with a contract value in excess of TEN MILLION DOLLARS (\$10,000,000.00).

Include a similar list of all projects included in the response to Section 3.11.7.3 below, of which the dispute occurred during the past five years or involved the same organization that is on the Offeror's team. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

3.10.7 Offeror's Information

Provide information about the Offeror's General Contractor firm and the personnel to be assigned to this Project. Include:

3.10.7.1 Name and Address

The name and business address of the General Contractor firm and the principal who will be responsible for the Project.

3.10.7.2 Resumes

Separate resumes for the following key personnel and management staff who will be committed to the Project:

- i. Project manager;
- ii. Deputy project manager;
- iii. Lead individual from each team member;
- iv. Any other key members of the Offeror's management team; and
- v. Any other individuals that the Offeror wishes to identify at this time.

Three references each for the project manager and the deputy project manager. References shall be previous owners or clients with whom the project manager and the deputy project manager have worked within the past five years and shall include the name, position, company or agency, and current addresses and telephone and fax numbers.

3.10.7.3 Recent Projects

List, and briefly describe, the General Contractor projects recently completed or currently in progress by the Offeror, which are of similar scope, size and complexity to the Project.

3.10.7.4 References

With respect to each project identified pursuant to Section 3.11.7.3 above, include the project name and contract number, owner's name, address, contact name and current e-mail address, telephone and fax numbers, dates of work performed (if applicable), project description, description of work and percentage actually performed by Offeror, and project outcome or current status.

3.10.7.5 SMWBE

Bexar County is committed to increasing the involvement of Small, Minority, and Women-Owned Business Enterprise (SMWBE) in its procurement process. Similarly, the County

promotes SMWBE participation in its Tax Phase-in Program to support the growth and diversity of the regional economy.

The Commissioners Court has established as a target goal that 20% of all procurement dollars in the areas of Commodities, Equipment, Services, Maintenance, Professional Services, and Construction are spent with minority and women owned business enterprises, and/or a minimum of 30% of those procurement dollars are spent with small business enterprises. Expenditures with a Minority or Women Owned Business Enterprise (MWBE) that is also a Small Business Enterprise (SBE) will be counted in both categories.

SMWBE for the purposes of this policy are companies with a certification designation from an authorized agency as a woman, small, or minority group certification, such as Historically Underutilized Business (HUB), or Disadvantaged Business Enterprise (DBE), or Minority Business Enterprise (MBE), or Women Owned Business Enterprise (WBE), or Small Business Enterprise (SBE) recognized and approved by Bexar County Commissioners Court.

3.10.7.6 Offices

Indicate the State where Offeror's principal place of business is located. If outside of Texas, please provide a site to the State's preferential bidder statutes, if any.

3.10.7.7 Availability

An assessment of the present and projected workload of the Offeror's office where the work on this Project will be accomplished, including number of projects currently being managed by that office, the size of those projects, and the availability of on-site technical staff in that office (describe on-site staff by title/position).

3.10.7.8 Statement of Work

Offeror's should provide information and an assessment of the following:

Construction Services: the Contractor will, as General Contractor, perform all construction work of the Project. Offeror will identify and outline the scope of services the Offeror anticipates will be required to be performed on this Project. Describe the Offeror's approach to performing the specific services required by this Project. Offeror will identify the level of participation which Offeror will expect from BCCAB staff and/or officials on the Project.

3.10.7.9 Method

The Offeror is to describe its substantive approach to providing the services required for this Project. Include any, and all, specialized services that appear to be needed to successfully accomplish this Project. Identify the advantages and constraints inherent in the method proposed.

3.10.7.10 Management Structure

Describe the Offeror's management structure, including its teaming arrangements and how the Offeror would institutionally operate, particularly in light of the complexity and phasing of the Project.

3.10.7.11 Management Plan

Provide general information on the organization and management processes of the Offeror's staff to be involved in the Project, as well as an outline of the structure of the Project team members.

The management plan should include a narrative and an organizational chart of the Project team. Answer the questions: Who will have overall responsibility? What will the lines of authority be? How much of each of the key personnel's time will be committed to the Project?

Describe your management plan for performing the work required for this Project and include your program for managing designers, subcontractors, and material providers.

Describe your Contractor firm's start-up and commissioning (closeout procedures) procedures.

3.11 CRITERION ELEVEN: BEST PRACTICES

3.11.1 Describe your Contractor firm's procedures for implementing the industry's "Best Practices" as defined by the Construction Industry institute and similar organizations;

- a. Establishing Project objectives;
- b. Project scope definitions, such as the Project Definitions Rating index (PDRI);
- c. Partnering;
- d. Change (order) management system;
- e. Total quality management for each phase, including close-out -and commissioning;
- f. Dispute resolution among BCCAB, Contractor firm, and subcontractors or suppliers; and
- g. LEAN Construction techniques and processes.

3.11.2 Describe how you quantitatively and qualitatively measure the success of a project.

3.12 WITHDRAWAL OR MODIFICATION: No Proposal may be changed, amended, or modified, after the Proposal has been submitted or filed with BCCAB, except for obvious errors in extension. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of same. No Proposal may be withdrawn after the submittal deadline without BCCAB's approval, which shall be based on the Offeror's submittal, in writing, of a reason acceptable to BCCAB.

3.13 VALIDITY PERIOD: Proposals are to be valid for BCCAB's acceptance for a minimum of one hundred twenty (120) days from the respective submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the term of the contract entered into by BCCAB and the Offeror selected for award.

SECTION 4 – GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS

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General and Supplementary General Conditions

Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

- 1.1 *Architect/Engineer (AE)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001 and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the Contract administration responsibilities set forth in the Contract.
- 1.2 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, the Contractor and the AE.
- 1.3 *Change Order Proposal* means a Contractor-generated document in response to a Change Order Request (COR).
- 1.4 *Change Order Request (COR)* means a document which informs the Contractor of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- 1.5 *Close-out documents* means the product brochures, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, as-built record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 1.6 *Contract* means the entire agreement between Owner and the Contractor, including all of the Contract Documents.
- 1.7 *Contract Date* is the date when the agreement between Owner and the Contractor becomes effective.
- 1.8 *Contract Documents* means those documents identified as a component of the agreement (Contract) between Owner and the Contractor firm. These may include, but are not limited to, Drawings, Specifications, General, Supplementary and Special Conditions, and all pre-bid and/or pre-proposal addenda.
- 1.9 *Contractor* means the individual, corporation, company, partnership, firm or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a General or Prime Contractor. The contract documents refer to Contractor as if singular in number.
- 1.10 *Contract Sum* means the total compensation payable to the Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.11 *Contract Time* means the period between the Start Date identified in the Notice to Proceed with Construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by Change Order.
- 1.12 *Date of Commencement* means the date designated in the Notice to Proceed for the Contractor to commence the Work.
- 1.13 *Day* means a calendar day, unless otherwise specifically stipulated.

- 1.14 *Drawings* means that product of the AE which graphically depicts the Work.
- 1.15 *Final Completion* means the date determined and certified by the AE and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract and is acceptable to Owner.
- 1.16 *Owner* is defined for purposes of the Construction Services Contract as Bexar County Community Arenas Board, Texas, and its Designated Representatives. The Bexar County Community Arenas Board is the operator and manager of the Freeman Coliseum on behalf of Bexar County, the owner of the property.
- 1.17 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract. The ODR is the Executive Director of the Bexar County Community Arenas Board, or his designated representative.
- 1.18 *Project* means all services, materials, and equipment necessary for realization of the Work. This includes design by the AE, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
- 1.19 *Samples* mean representative physical examples of materials, equipment or workmanship, used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 1.20 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and AE.
- 1.21 *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or its agents, which detail a portion of the Work.
- 1.22 *Site* means the geographical area of the location of the Work.
- 1.23 *Special Conditions* means the documents containing terms and conditions, which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the General Conditions.
- 1.24 *Specifications* means the written product of the AE that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
- 1.25 *Subcontractor* means a business entity that enters into an agreement with the Contractor to perform part of the Work or to provide services, materials or equipment for use in the Work.
- 1.26 *Substantial Completion* means the date determined and certified by the Contractor, AE, and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.27 *Supplementary General Conditions* means procedures and requirements that modify the General Conditions. Supplementary General Conditions, when used, have precedence over the General Conditions.
- 1.28 *Unit Price Work* means Work or a portion of the Work paid for based on incremental units of measurement.

- 1.29 *Unilateral Change Order (ULCO)* means a Change Order issued by the Owner without the agreement of the Contractor.
- 1.30 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for the Contractor, and/or its agents, to fulfill the Contractor's obligations under the Contract.

Article 2. Laws Governing Construction

- 2.1 Environmental Regulations. The Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment, and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. The Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to site, including hazardous materials, and all such items brought to the site by its subcontractors and suppliers, or by other entities subject to direction of the Contractor. The Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.
- 2.2 Wage Rates. The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by Owner. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by the Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.
- 2.2.1 Notification to Workers. The Contractor shall notify each worker, in writing, of the following as they commence Work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, the Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law.
- 2.2.1.1 Submit a copy of each worker wage-rate notification to the ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.
- 2.2.1.2 The "Prevailing Wage Schedule" is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should the Contractor at any time become aware that a particular skill or trade not reflected on Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the ODR of the proposed wage to be paid for the skill along with a justification for same. The Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the Prevailing Wage Schedule. In no case shall any worker be paid less than the wage indicated for Laborers.
- 2.2.1.3 Penalty for Violation. The Contractor and any Subcontractor will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule.

2.2.1.4 Complaints of Violations

2.2.1.4.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation of Tex. Gov't Code, Chapter 2258, Owner will, within 31 days, make an initial determination as to whether good cause exists that a violation occurred. Owner will send documentation of the initial determination to the Contractor against whom the violation was alleged, and to the worker involved. Upon making a good-cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

2.2.1.4.2 If the Contractor and claimant worker reach an agreement concerning the claim, the Contractor shall promptly notify Owner in a written document countersigned by the worker.

2.3 Venue for Suits. The venue for any suit arising from this Contract will be in a court of competent jurisdiction in Bexar County, Texas, or as may otherwise designated in the Supplementary General Conditions.

2.4 Licensing of Trades. The Contractor shall comply with all applicable provisions of state law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event the Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, the Contractor shall promptly hire or Contract with a licensed provider of the service at no additional cost to Owner.

2.5 Royalties, Patents & Copyrights. The Contractor shall pay all royalties and license fees, defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof.

2.6 State Sales and Use Taxes. Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner is not required to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. General Responsibilities of Owner & Contractor

3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.

3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with Construction, a conference will be convened for attendance by Owner, Contractor, AE, and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.

- 3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.
 - 3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract documents, the ODR is the single point of contact between Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to Owner under the Contract.
 - 3.1.2.2 All directives on behalf of Owner will be conveyed to the Contractor by the ODR in writing.
- 3.1.3 Owner Supplied Materials and Information.
 - 3.1.3.1 Owner will furnish to the Contractor those surveys describing the physical characteristics, legal description, limitations of the site, site utility locations, and other information used in the preparation of the Contract Documents.
 - 3.1.3.2 Owner will provide information, equipment, or services under Owner's control to the Contractor with reasonable promptness.
- 3.1.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by the Contractor. The Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.
- 3.1.5 Limitation on Owner's Duties
 - 3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Owner is not responsible for the acts or omissions of Contractor, or any of its subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of the Contractor.
 - 3.1.5.2 Owner will not take any action in contravention of a design decision made by the AE in preparation of the Contract Documents, when such actions are in conflict with statutes under which the AE is licensed for the protection of the public health and safety.
- 3.2 Role of AE. Unless specified otherwise in the Contract between Owner and the Contractor, the AE shall provide general administration services for Owner during the construction phase of the Project. Written correspondence, requests for information, and shop drawings/submittals shall be directed to the AE for action. The AE has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to the Contractor by the ODR, upon request.
 - 3.2.1 Site Visits

- 3.2.1.1 The AE will make visits to the site at intervals as provided in the AE's Contract agreement with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.
- 3.2.1.2 The AE has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Article 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.
- 3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by the ODR such clarifications or interpretations will be provided by the AE consistent with the intent of the Contract Documents. The AE will issue these clarifications with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI) or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, the Contractor shall so notify Owner in accordance with the provisions of Article 11.
- 3.2.3 Limitations on AE Authority. The AE is not responsible for:
 - 3.2.3.1 The Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project nor will the AE supervise, direct, control or have authority over the same.
 - 3.2.3.2 The Failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work.
 - 3.2.3.3 The Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
 - 3.2.3.4 Acts or omissions of the Contractor, or of any other person or organization performing or furnishing any of the Work.
- 3.3 Contractor 's General Responsibilities. The Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. The Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures. The Contractor is responsible for visiting the site and being familiar with local conditions such as the location, accessibility, and general character of the site and/or building.
 - 3.3.1 Project Administration. The Contractor shall provide Project administration for all subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the AE and ODR in accordance with these General Conditions and provisions of Division 1 Specifications, and as outlined in the Pre-construction Conference.
 - 3.3.1.1 The Contractor shall pay all permit fees.
 - 3.3.2 Contractor's Superintendent. Employ a competent resident superintendent who will be present at the Project Site during the progress of the Work. The superintendent is subject to the approval of the ODR. Do not change approved superintendents during the course of the Project without the written approval of the ODR unless the superintendent leaves the employ of the Contractor.

- 3.3.3 Labor. Provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents. Maintain good discipline and order at the Site at all times.
- 3.3.4 Services, Materials, and Equipment. Unless otherwise specified, provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 3.3.5 Non-Compliant Work. Should the AE and/or the ODR identify Work as noncompliant with the Contract Documents, the ODR will communicate the finding to the Contractor and the Contractor will correct such Work at its expense. The approval of Work by either the AE or ODR does not relieve the Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3.3.6 Subcontractors. Do not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Owner will communicate such objections in writing. The Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the Work to whom the Contractor has reasonable objection. The Contractor will not substitute Subcontractors without the acceptance of Owner.
- 3.3.6.1 All Subcontracts and supply Contracts shall be consistent with and bound to the terms and conditions of the Contract Documents including provisions of the Agreement between the Contractor and Owner.
- 3.3.6.2 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with the Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through the Contractor. Furnish to Owner a copy of each first-tier subcontract promptly after its execution. The Contractor agrees that Owner has no obligation to review or approve the content of such Contracts and that providing Owner such copies in no way relieves the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the subcontractor to be bound to the Contractor in the same manner in which the Contractor is bound to Owner.
- 3.3.7 Continuing the Work. Carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with Owner. Do not delay or postpone any Work because of the pending resolution of any disputes, disagreements or processes, except as Owner and the Contractor may agree in writing.
- 3.3.8 Cleaning. At all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. The Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion Inspection and, again, upon completion of the Project prior to the final inspection.
- 3.3.9 Acts and Omissions of Contractor, its Subcontractors and Employees. The Contractor is responsible for acts and omissions of its employees and all its subcontractors, their agents and employees. Owner may, in writing, require the Contractor to remove from the Project any of

Contractor's or its subcontractors' employees that the ODR finds to be careless, incompetent, or otherwise objectionable.

3.3.10 **Indemnification of Owner.** The Contractor covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, Owner, Bexar County, and the elected officials, employees, officers, directors, volunteers, and representatives of Owner and Bexar County, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon Owner or Bexar County directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner, officers or employees, separate Contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. **IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

3.3.10.1 The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.10.2 Promptly advise Owner and Bexar County in writing of any claim or demand against Owner, Bexar County or the Contractor known to the Contractor related to or arising out of the Contractor's activities under this Contract.

3.3.11 **Ancillary Areas.** Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.11.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

3.3.11.2 The Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless the Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.11.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of the Contractor.

3.3.11.4 Owner may restrict the Contractor's entry to the site to specifically assigned entrances and routes.

- 3.3.12 Separate Contracts. Additional Contractor responsibilities when Owner awards separate contracts:
- 3.3.12.1 Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions.
 - 3.3.12.2 Owner reserves the right to perform operations related to the Project with Owner's own forces.
 - 3.3.12.3 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.
 - 3.3.12.4 The Contractor shall cooperate with other contractors employed on the Project by Owner, including providing access to site and Project information as requested.

Article 4. Bonds & Insurance

- 4.1 Construction Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.
- 4.1.1 A Performance Bond is required if the Contract Price is in excess of \$100,000. The Performance Bond is solely for the protection of Owner. The Performance Bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by Owner. The Performance Bond shall be effective through the Contractor's warranty period.
 - 4.1.2 A Payment Bond is required if the Contract Price is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor. The form of the bond shall be approved by Owner.
 - 4.1.3 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10%) of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10%) of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.
 - 4.1.4 Power of Attorney. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
 - 4.1.5 Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. **IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**

- 4.1.6 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, § 2253.026.

- 4.1.7 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against the Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

- 4.1.8 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§ 53.231 – 53.239 when the value of the Contract between Owner and the Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

- 4.1.9 Sureties shall be listed on the U.S. Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

4.2 Insurance Requirements.

4.2.1 CONTRACTOR firm shall, at its sole expense, maintain in effect at all times during the full term of its Work under the Contract Documents (including, without limitation, any post acceptance warranty work of CONTRACTOR firm or any subcontractor) and as otherwise required under the Contract Documents, insurance coverage with limits not less than those set forth in the below. Insurance coverage shall be procured from insurers licensed to do business in the State of Texas, with a minimum A.M. Best Rating of A-VIII, acceptable to the Owner and under forms of policies satisfactory to Owner. None of the requirements contained in this Section as to types, limits or the Owner's approval of insurance coverage to be maintained by CONTRACTOR firm is intended to, and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by CONTRACTOR firm under the Contract Documents or otherwise provided by law. If CONTRACTOR firm fails to comply with the provisions of this Section 7, Owner may, without in any way compromising or waiving any right or remedy at law or in equity, require CONTRACTOR to suspend operations and performance pending proof that the required coverages and terms have been met.

4.2.2 SCHEDULE OF CONTRACTOR FIRM'S INSURANCE COVERAGES

4.2.2.1 Coverage Minimum Amounts and Limits

Worker's Compensation Statutory Limits

Employer's Liability **\$1,000,000**

The coverage set forth in this Section 7.2.1 shall include all operations of the CONTRACTOR firm and all subcontractors. This coverage shall include a waiver of subrogation in favor of Owner and Bexar County.

- 4.2.3 Commercial General Liability Bodily Injury/Property Damage \$2,000,000 each occurrence, or equivalent (Occurrence Basis) subject to a \$5,000,000 aggregate applicable to the Project This policy shall be on a form acceptable to the Owner, endorsed to include Owner and Bexar County as additional insureds, state that this insurance is primary and non-contributory insurance as regards any other insurance carried by the Owner, and shall include the following coverages:

Premises/Operations; Independent CONTRACTOR firms; Completed Operations for a period of two years following the acceptance of CONTRACTOR firm's Work; Broad Form Contractual Liability; Broad Form Property Damage; Personal Injury Liability with employee and contractual exclusions removed; and Delete Exclusions relative to Collapse, Explosion, Underground Property Damage Hazards, and Hostile Fire. The coverage required in this Subparagraph 4.2.3 shall cover CONTRACTOR firm and any applicable subcontractor.

- 4.2.4 Comprehensive Automobile Liability

Combined Single Limit of \$1,000,000 per occurrence - This policy shall be on a form acceptable to the Owner, written to cover all owned, hired and non-owned automobiles. The policy shall be endorsed to include the Owner and Bexar County as additional insureds, and state that this insurance is primary and non-contributory insurance as regards any other insurance carried by the Owner.

- 4.2.5 Umbrella Excess Liability Insurance Bodily Injury/Property Damage \$5,000,000 per occurrence (Occurrence Basis), \$5,000,000 aggregate

This policy shall be on a form acceptable to Owner, written on an umbrella/excess basis above coverages, endorsed to include Owner and Bexar County as an additional insureds, and state that this insurance is primary and non-contributory insurance as regards any other insurance carried by County. In addition, the policy shall be endorsed to provide defense coverage obligations. The coverage required in this Section 4.2.5 shall cover CONTRACTOR Firm and subcontractors.

- 4.2.6 BUILDER'S RISK INSURANCE. CONTRACTOR firm shall carry, at its sole expense, completed value form builder's risk property insurance (subject to a deductible per loss not to exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)** upon the entire Work, including without limitation, coverage for all Owner supplied materials, for one hundred percent (100%) of the full replacement cost value of such Owner supplied materials (100% includes additional costs of architectural and engineering services in the event of a loss).

This policy shall include the interests of Owner, CONTRACTOR firm, and subcontractor in the Work as named insureds, as their interests may appear, and shall be on an "All Risk" basis for physical loss or damage resulting from, without limitation, fire, flood, earthquake, subsidence, hail, theft, vandalism and malicious mischief. This policy shall also include coverage for portions of the Work while it is stored off the site or is in transit. This policy shall further provide, by endorsement or otherwise, that CONTRACTOR firm shall be solely responsible for the payment of all premiums under the policy, and that Owner shall have no obligation for the premium payment, notwithstanding that Owner and Bexar County are named insured under the policy. Any insured loss or claim of loss shall be adjusted by Owner, and any settlement payments shall be made payable to Owner. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner, who shall make distribution in accordance with an agreement to be reached in such event between Owner and CONTRACTOR firm. If the parties are unable to agree between themselves on the settlement of the loss, the Work of the Project shall, nevertheless progress during any such period of dispute without prejudice to the rights of

any party to the dispute. The CONTRACTOR firm shall be responsible for any loss within the deductible of the policy.

- 4.2.7 DEDUCTIBLES: Firm is responsible for all premiums and deductibles under all of the insurance policies required by these specifications.
- 4.3 CONTRACTOR FIRM'S EQUIPMENT: Any such insurance policy covering the equipment of CONTRACTOR firm or its subcontractor against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against Owner and Bexar County. The insurance covering equipment shall be the sole and complete means of recovery for any loss of such equipment by CONTRACTOR firm or its subcontractors. Should CONTRACTOR firm or its subcontractors choose to self-insure the risk, it is expressly agreed that the CONTRACTOR firm and its subcontractors hereby waive any claim for damage or loss to said equipment in favor of Owner.
- 4.4 EVIDENCE OF INSURANCE: Evidence of the insurance coverage required to be maintained by the CONTRACTOR firm, represented by Certificates of Insurance and endorsements issued by the insurance carrier, must be furnished to the Owner, prior to execution of the Contract by Owner. Certificates of Insurance shall specify the insured status mentioned above, as well as the waivers of subrogation. The Certificates of Insurance shall state that Owner will be notified in writing thirty (30) days prior to a cancellation, material change, or non-renewal of insurance. CONTRACTOR firm shall provide to Owner a certified copy of any and all applicable insurance policies, upon request of Owner. Timely renewal certificates will be provided to Owner as the coverage of each policy renews.
- 4.5 SUBCONTRACTORS' INSURANCE: Similar to that required of CONTRACTOR firm, including an endorsement by the insurance company of Owner and Bexar County as an Additional Insured, with limits of liability as determined by Owner, shall be provided by or on behalf of all subcontractors to cover operations performed by such subcontractors under the Contract Documents. CONTRACTOR firm shall be held responsible for any modification in the insurance requirements, as they apply to subcontractors. CONTRACTOR firm shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Owner, as required herein, and shall make such Certificates available to County if requested. The term "subcontractor (s)" for the purposes of this Section shall include subcontractors of any tier.
- 4.6 RELEASE AND WAIVER: CONTRACTOR firm hereby releases, and shall cause its subcontractors to release, Owner and Bexar County from any and all claims or causes of action, whatsoever, which CONTRACTOR firm and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance (including the deductible portion thereof), maintained and/or required to be maintained by CONTRACTOR firm and/or its subcontractors pursuant to the Contract Documents.
- 4.7 Workers' Compensation Insurance Coverage must meet the statutory requirements of the Tex. Lab. Code, § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code, § 406.096.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing 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 governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person 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's-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.

- B. 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.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven 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.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project;
and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Article 5. Contract Documents

5.1 Drawings and Specifications

- 5.1.1 Copies Furnished. The Contractor will be furnished, free of charge, the number of complete sets of the Drawings and Specifications as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets.
- 5.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the AE are to remain AE's property. These documents are not to be used on any other Project, and with the exception of one Contract set for each party to the Contract, are to be returned to the AE, upon request, following completion of the Work.
- 5.1.3 Interrelation of Documents. The Contract Documents as referenced in the Agreement between Owner and the Contractor are complimentary, and what is required by one shall be as binding as if required by all.
- 5.1.4 Resolution of Conflicts in Documents. Where conflicts may exist between and/or within the Contract Documents, the higher quality, greater quantity, more restrictive, and/or more expensive requirement shall be required. The Contractor shall notify the AE and the ODR of any conflict before executing the Work in question.
- 5.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to pricing or commencing the Work, the Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by the Contractor and any visible or reasonably anticipated conditions at the site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular Work activity and/or system installation.
- 5.1.6 Discrepancies and Omissions in Drawings and Specifications
- 5.1.6.1 Owner does not warrant or make any representations as to the accuracy or completeness of the information furnished to the Contractor by Owner. The Contractor shall promptly report to the ODR and to the AE the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 5.1.6.2 It is recognized that the Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 5.1.6.3 It is further recognized that the Contractor's examination of contract documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.
- 5.1.6.4 When performing as a Design-Build firm, the Contractor has sole responsibility for discrepancies, errors, and omissions in the drawings and specifications.
- 5.1.6.5 When performing as a Construction Manager-at-Risk, the Contractor has a shared responsibility for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, the Contractor's responsibility pertains to

review, coordination, and recommendation of resolution strategies within budget constraints, but does not establish a liability for design.

- 5.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies unless the Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk contract as outlined above. Should the Contractor fail to perform the examination and reporting obligations of these provisions, the Contractor is responsible for avoidable costs, direct, and/or consequential damages.

5.2 Requirements for Record Documents

Maintain at the Site one copy of all Drawings, Specifications, addenda, approved Submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and AE access to these documents.

- 5.2.1 Maintain this record set of Drawings and Specifications which reflect the "As Constructed" conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.
- 5.2.2 Update the "As-Constructed" Drawings and Specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records constitutes cause for denial of a progress payment otherwise due.
- 5.2.3 Prior to requesting Substantial Completion Inspection by (ODR) and AE, furnish a complete set of the marked up "As-Constructed" set maintained at the site and one photocopy of same. Concurrently with furnishing these record drawings, furnish a preliminary copy of each operating and maintenance manual (O&M) required by the Contract Documents, for review by the AE and the ODR. All shall be submitted in digital format, with the exception of original warranty documents.
- 5.2.4 Once determined acceptable, provide professionally drafted "As-Constructed" drawings in electronic format, "As-Constructed" specifications in bound volume(s) in electronic format, full set of "As-Constructed" drawings in electronic format, operating and maintenance manuals in electronic format, all approved submittals in electronic format with submittal logs, and other record documents as required elsewhere in the Contract Documents. All electronic copies shall be provided in a format acceptable to the CDR.

Article 6. Construction Safety

- 6.1 General. It is the duty and responsibility of the Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 *et seq.*, the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. The Contractor shall prepare a Safety Plan specific to the Project and submit it to the ODR and AE prior to commencing Work. In addition, the Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
- 6.2 Notices. The Contractor shall provide notices as follows:
- 6.2.1 Notify the owner of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or

their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.

- 6.2.2 Coordinate the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDS for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.
- 6.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.
- 6.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.
- 6.3.2 Give the ODR and AE prompt notice of all such events.
- 6.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.
- 6.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due the Contractor.
- 6.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify the ODR and other parties as may be directed within twenty-four (24) hours of the event.
- 6.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
- 6.4.2 Supply the ODR and AE with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide the ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.
- 6.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop Work activities impacted by the discovery, secure the affected area, and notify the ODR immediately.
- 6.5.1 Bind all Subcontractors to the same duty.
- 6.5.2 Upon receiving such notice, the ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, the ODR will issue a written report to the Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

- 6.5.3 Owner may hire third-party contractors to perform any or all such steps.
- 6.5.4 Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract price and/or the time of completion, and modify the Contract in writing accordingly.
- 6.6 Trenching Plan. When the Project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, the Contractor is required to submit a trenching plan to the ODR prior to commencing trenching operations. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and employed by the Contractor. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this Project.

Article 7. Quality Control

- 7.1 Materials & Workmanship. The Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. The Contractor shall develop and provide a Quality Control Plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.
- 7.2 Testing
 - 7.2.1 Contractor Testing. The Contractor is responsible for coordinating and paying for all routine and special tests required in order to confirm compliance with quality and performance requirements of the Contract Documents. This "quality control" testing shall include any particular testing required by the Specifications and the following general tests:
 - 7.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.
 - 7.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.
 - 7.2.1.3 Routine, preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
 - 7.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.
 - 7.2.2 Owner Testing. Owner shall provide or Contract for, independently of the Contractor, materials and systems incorporated into the Project to routine tests as may be specified or as deemed necessary by the ODR or the AE to ensure compliance with the quality and/or performance requirements of the Contract Documents and/or with laws, ordinances, rules, regulations and/or orders of any public authority having jurisdiction. The results of such "quality assurance" testing will be provided to the Contractor and, to the extent provided, the Contractor may rely on findings.
 - 7.2.3 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, hired by Owner. Results of all tests shall be provided promptly to the ODR, AE and the Contractor.

- 7.2.4 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with the Contractor, subject to:
- 7.2.4.1 Contractor selection and submission of the laboratory for Owner acceptance.
 - 7.2.4.2 Acceptance by Owner of the quality and nature of tests.
 - 7.2.4.3 All tests taken in the presence of the AE and/or ODR, or their representatives.
 - 7.2.4.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.
 - 7.2.4.5 If tests reveal noncompliance, the Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.
 - 7.2.4.6 Proof of noncompliance with the Contract Documents will make the Contractor liable for any corrective action which the ODR determines appropriate, including complete removal and replacement of noncompliant Work or material.
- 7.2.5 Notice of Testing. The Contractor shall give the ODR and the AE timely notice of its readiness and the date arranged so the ODR and AE may arrange for independent inspection and testing in compliance with Texas Local Government Code Section 271.118(d).
- 7.2.6 Test Samples. The Contractor is responsible for providing samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.
- 7.2.7 Covering Up Work. If the Contractor covers up any Work without providing Owner an opportunity to inspect, the Contractor shall, if requested by ODR, uncover and recover the Work at Contractor's expense.

7.3 Submittals

- 7.3.1 Contractor's Submittals. Submit with reasonable promptness consistent with the Project Schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, the Contractor shall review each submittal for compliance with Contract Documents and certify by approval stamp affixed to each copy. Submittal data presented without the Contractor's certification will be returned without review or comment, and any delay resulting from such certification is the Contractor's responsibility.
- 7.3.1.1 Within fourteen (14) calendar days of the effective date of the Notice To Proceed with construction, submit to the ODR, and the AE, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by the AE and Owner. The list shall include shop drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, and all other items identified throughout the specifications.
 - 7.3.1.2 Indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from the AE and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Show and allow a minimum of fifteen

- (15) calendar days duration after receipt by the AE and ODR for review and approval. If re-submittal is required, allow a minimum of an additional five (5) calendar days for review. Submit the updated submittal register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. Failure to update and provide the submittal schedule/register as required shall constitute cause for Owner to withhold payment otherwise due.
- 7.3.1.3 Coordinate the submittal register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current Project data. Provide to the ODR the updated submittal register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the submittal register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.
- 7.3.1.4 By submitting Shop Drawings, Samples or other required information, the Contractor represents and certifies that they have determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.
- 7.3.2 Review of Submittals. AE and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract unless the Contractor informs the AE and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.
- 7.3.3 Correction and Resubmission. Make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to the AE and the ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.
- 7.3.4 Limits on Shop Drawing Approvals. The Contractor shall not commence any Work requiring a submittal until approval of the submittal. Construct all such Work in accordance with approved submittals. Approval of Shop Drawings and Samples is not authorization to Contractor to perform extra Work or changed Work unless authorized through a Change Order. The AE's and ODR's approval, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.
- 7.3.5 No Substitutions Without Approval. The ODR and the AE may receive and consider the Contractor's request for substitution when the Contractor agrees to reimburse Owner for review costs and satisfies 7.3.5.1, 7.3.5.2, and 7.3.5.3 in combination with one or more of the items in 7.3.5.4 through 7.3.5.11 of the following conditions, as determined by Owner. If the Contractor does not satisfy these conditions, the ODR and AE will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if the Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly.

- 7.3.5.1 The Contract Documents do not require extensive revisions.
 - 7.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of the AE and do not result in an increase in cost to Owner.
 - 7.3.5.3 The request is timely, fully documented, and properly submitted.
 - 7.3.5.4 The Contractor cannot provide the specified product, assembly or method of construction within the Contract Time.
 - 7.3.5.5 The request directly relates to an "or-equal" clause or similar language in the Contract Documents.
 - 7.3.5.6 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents.
 - 7.3.5.7 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume.
 - 7.3.5.8 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and the ODR can approve the requested substitution.
 - 7.3.5.9 The Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 - 7.3.5.10 The Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where the Contractor certifies they can coordinate the proposed substitution.
 - 7.3.5.11 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- 7.3.6 Unauthorized Substitutions at Contractor's Risk. The Contractor is financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified. The Contractor shall reimburse Owner for any increased design or Contract administration costs resulting from such unauthorized substitutions.

7.4 Field Mock-up

- 7.4.1 Mockups shall be constructed prior to commencement of a specified scope of Work to confirm acceptable workmanship.
 - 7.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mockups for systems not part of the Project scope shall not be required.
 - 7.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to the ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

- 7.4.1.3 The Contractor shall include field mock-ups in their Work Progress Schedule and shall notify the ODR and AE of readiness for review sufficiently in advance to coordinate review without delay.

7.5 Inspection During Construction

- 7.5.1 The Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner, its agents, or independent contractors hired by Owner.
- 7.5.2 The Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.
 - 7.5.2.1 Should corrections of the Work be required for approval, do not cover up corrected Work until Owner indicates approval.
 - 7.5.2.2 Provide notification of at least five (5) working days or otherwise as mutually agreed, to the ODR of the anticipated need for a cover up inspection. Should the ODR fail to make the necessary inspection within the agreed period, the Contractor may proceed with cover up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 8. Project Scheduling Requirements

- 8.1 Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion and Final Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, Final Completion within thirty (30) days following Substantial Completion or as otherwise agreed to in writing will cause damage to Owner and may subject the Contractor to Liquidated Damages as provided in the Contract Documents. The amount of time required to complete this project is noted on the Lump Sum Bid Form (Attachment 2).
- 8.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion and Final Completion of the Work.
- 8.3 Work Progress Schedule. Refer to Special Conditions and Division 1 General Administration Specifications for additional schedule requirements. This Article pertains to construction phase schedules. Additional requirements for design phase scheduling for Construction Manager-at-Risk and Design Build Contracts are outlined in Division 1 Project Planning and Scheduling Specification. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to the ODR and the AE. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with full reporting capability. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.
 - 8.3.1 Schedule Requirements. Submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of the Contractor's actual plans for its completion. Organize and provide

adequate detail so the Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

8.3.1.1 Re-submit initial Schedule as required to address review comments from AE and ODR until such Schedule is accepted as the Baseline Schedule.

8.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to Owner of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

8.3.2 Schedule Updates. Update the Work Progress Schedule and the Submittal Schedule monthly, as a minimum, to reflect progress to date and current plans for completing the Work, and submit paper and electronic copy of the update to the AE and ODR as directed. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. The Contractor may revise the Progress Schedule logic only with Owner's concurrence when in the Contractor's judgment it becomes necessary for the management of the Work. Identify all proposed changes to schedule logic to Owner and to the AE via an Executive Summary accompanying the updated schedule for review prior to implementation of revisions.

8.3.3 The Work Progress Schedule is for the Contractor's use in managing the Work and submittal of the Schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.

8.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of the Contractor's proposed sequences and duration.

8.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either the Contractor's responsibility for timely completion or Owner's right to damages for the Contractor's failure to do so.

8.3.3.3 The Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion Date(s) and Contract time.

8.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, the Contractor shall develop the schedule and its execution plan to provide a minimum of ten percent (10%) total float at the Project level at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of the Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

8.5 Completion of Work. The Contractor is accountable for completing the Work in the time stated in the Contract, or as otherwise amended by Change Order.

8.5.1 If, in the judgment of Owner, the Work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by Owner, shall immediately take action to increase the rate of Work placement by:

- 8.5.1.1 An increase in working forces.
 - 8.5.1.2 An increase in equipment or tools.
 - 8.5.1.3 An increase in hours of Work or number of shifts.
 - 8.5.1.4 Expedite delivery of materials.
 - 8.5.1.5 Other action proposed if acceptable to Owner.
 - 8.5.2 Within ten (10) calendar days after such notice from the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the Project. Should the ODR deem the plan of action inadequate, take additional steps or make adjustments as necessary to its plan of action until it meets with the ODR's approval.
- 8.6 Modification of the Contract Time
- 8.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 10.
 - 8.6.2 When a delay defined herein as excusable prevents the Contractor from completing the Work within the Contract Time, the Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of calendar days lost because of excusable delay, as measured by the Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the Project completion date.
 - 8.6.2.1 "A Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent the Contractor from performing seven continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at the Site prevent Work from proceeding, immediately notify the ODR for confirmation of the conditions. At the end of each calendar month, submit to the ODR and AE a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by the ODR, any time extension granted will be issued by Change Order. If the Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.
 - 8.6.2.2 Excusable Delay. The Contractor is entitled to an equitable adjustment of time, issued via change order, for delays caused by the following:
 - 8.6.2.2.1 Errors, omissions and imperfections in design which the AE corrects by means of changes in the drawings and specifications.
 - 8.6.2.2.2 Unanticipated physical conditions at the Site which the AE corrects by means of changes to the drawings and specifications or for which the ODR directs changes in the Work identified in the Contract Documents.

- 8.6.2.2.3 Changes in the Work that effect activities identified in the Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by the ODR or the AE.
 - 8.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of the Contractor.
 - 8.6.2.2.5 Suspension of Work for convenience of the ODR, which prevents Contractor from completing the Work within the Contract Time.
- 8.6.3 The Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of the Contractor's schedule. In the event that the Contractor incurs additional direct costs because of the delay, they are to be determined pursuant to the provisions of Article 10.
- 8.7 No Damages for Delay. The Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including without limitation any act or omission of Owner.
- 8.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, the Contractor may not be entitled to a time extension for the period of concurrent delay
- 8.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with the Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by paragraph 8.6.2.1 above. If the Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give the ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) calendar days after the onset of the event or circumstance giving rise to the excusable delay. Provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one *notice of delay* is necessary. State claims for extensions of time in numbers of whole or half calendar days.
 - 8.9.1 Within ten (10) calendar days after the cessation of the delay, the Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All Changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 10.
 - 8.9.2 No extension of time releases the Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.
 - 8.9.3 Contents of Time Extension Requests. Provide with each Time Extension Request a quantitative demonstration of the impact of the delay on Project completion time, based on the Work Progress Schedule. Include with Time Extension Requests a reasonably detailed narrative setting forth:
 - 8.9.3.1 The nature of the delay and its cause; the basis of the Contractor's claim of entitlement to a time extension.
 - 8.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in the Contractor's Work Progress Schedule, and any concurrent delays.

- 8.9.3.3 Description and documentation of steps taken by the Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.
- 8.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to the Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by the Contractor.
 - 8.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Completion Date.
 - 8.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) calendar days following receipt. If Owner cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, Owner will notify the Contractor in writing. Unless otherwise agreed by the Contractor, Owner has no more than fifteen (15) additional calendar days to prepare a final response. If Owner fails to respond within forty-five (45) calendar days from the date the Time Extension Request is received, the Contractor is entitled to a time extension in the amount requested.
- 8.10 Failure to Complete Work Within the Contract Time. **TIME IS OF THE ESSENCE OF THIS CONTRACT**. The Contractor's failure to substantially complete the Work within the Contract Time or to achieve final completion as required will cause damage to Owner. These damages may be liquidated by agreement of the Contractor and Owner, as set forth in the Contract Documents.
- 8.11 Liquidated Damages. Owner may collect Liquidated Damages due from the Contractor directly or indirectly by reducing the Contract sum in the amount of Liquidated Damages stated in the Contract Documents.

Article 9. Payments

- 9.1 Schedule of Values. The Contractor shall submit to the ODR and the AE for acceptance a Schedule of Values, or Work Breakdown, accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and using the same activity names and terms as the Work Progress Schedule. The accepted Schedule of Values will be the basis for the progress payments under the Contract.
 - 9.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by the ODR, and submitted not less than twenty-one (21) calendar days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the specifications and include costs for general conditions, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the Work in place when complete.
 - 9.1.2 The Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to the ODR at the time of Contract execution. Thereafter grant Owner during normal business hours access to said notarized copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.
- 9.2 Progress Payments. The Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored at the Site, or as otherwise agreed to by Owner and the Contractor.

Payment is not due until receipt by the ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions or Division 1 Specifications, and certified by the AE. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

- 9.2.1 Preliminary Pay Worksheet once each month that a progress payment is to be requested, the Contractor shall submit to the AE and the ODR a complete, clean copy of a preliminary pay worksheet or Preliminary Pay Application, to include the following:
- 9.2.1.1 The Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values.
 - 9.2.1.2 An updated Work Progress Schedule including the Executive Summary and all required schedule reports.
 - 9.2.1.3 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents.
- 9.2.2 Contractor's Application for Progress Payment. As soon as practicable, but in no event later than **seven (7) days after receipt of the Preliminary Pay Worksheet, the AE and ODR will meet with the Contractor** to review the Preliminary Pay Worksheet and to observe the condition of the Work. Based on this review, the ODR and the AE may require modifications to the Preliminary Pay Worksheet prior to the submittal of an application for progress payment, and will promptly notify the Contractor of revisions necessary for approval. As soon as practicable, the Contractor shall submit its Invoice on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by the AE and/or ODR. Attach all additional documentation required by the ODR and/or AE, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted Work and other indebtedness connected with the Contractor's invoice are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No invoice is complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.
- 9.2.3 Certification by AE. Within five (5) days or earlier following the AE's receipt of the Contractor's formal invoice, the AE will review the application for progress payment for completeness, and forward to the ODR. The AE will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Invoice for processing.
- 9.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by the ODR of: 1) a complete Invoice certified by the AE; 2) the Contractor's updated Work Progress Schedule; and 3) confirmation that the Contractor's as-built documentation at the Site is kept current.
- 9.3.1 Payment for stored materials and/or equipment confirmed by Owner and AE to be on-site or otherwise properly stored may be limited to eighty-five (85%) of the invoice price or eighty-five (85%) of the scheduled value for the materials or equipment, whichever is less.
 - 9.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five percent (5%) of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Government Code, subchapter B.

- 9.3.2.1 The Contractor shall provide written consent of its Surety for any request for reduction or release of retainage.
- 9.3.2.2 At least sixty-five percent (65%) of the total Contract must be completed before Owner can consider a retainage reduction or release.
- 9.3.3 Price Reduction to Cover Loss. Owner may reduce any Periodic Invoice, or application for Progress Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of the Contractor including, but not limited to:
 - 9.3.3.1 Defective or incomplete Work not remedied.
 - 9.3.3.2 Damage to Work of a separate Contractor.
 - 9.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time.
 - 9.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents.
 - 9.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract sum.
 - 9.3.3.6 Assessment of fines for violations of Prevailing Wage Rate law; or
 - 9.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.
- 9.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.
 - 9.3.4.1 Transfer of title to Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance of the entire Work, or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.
- 9.4 Progress payments to the Contractor do not release the Contractor or its surety from any obligations under this Contract.
 - 9.4.1 Upon Owner's request, the Contractor shall furnish proof of the status of Subcontractors' accounts in a form acceptable to Owner.
 - 9.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.
 - 9.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.
 - 9.4.4 For purposes of Tex. Gov't Code § 2251.021 (a) (2), the date the performance of service is complete is the date when Owner's representative approves the application for payment.
- 9.5 Off-Site Storage. With prior approval by Owner and in the event Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.
 - 9.5.1 Store materials in a Bonded Commercial Warehouse.

- 9.5.2 Provide separate Insurance Coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated Certificates of Insurance, made out to insure the State Agency which is signatory to the contract, must be filed with Owner's representative.
- 9.5.3 Inspection by Owner's representative is allowed at any time. Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.
- 9.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.
- 9.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
- 9.5.6 With each monthly payment estimate, submit a report to the ODR, AE, and Inspector listing the quantities of materials already paid for and still stored in the off-site location.
- 9.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
- 9.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by the ODR. The full provisions of Performance and Payment Bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

Article 10. Changes

- 10.1 Change Orders. A Change Order issued after execution of the Contract is a written order to the Contractor, signed by the ODR, the Contractor, and the AE, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by the Contractor indicates his agreement with it, including the adjustment in the Contract Sum and/or the Contract Time. The ODR may issue written authorization for the Contractor to proceed with Work of a change order in advance of final execution by all parties. In the absence of an agreement with the Contractor on a Change Order, Owner may issue a Unilateral Change Order that will have the full force and effect of a Contract modification. The issuance of a Unilateral Change Order does not prejudice the Contractor's rights to make claims or to appeal disputed matters under terms of the Contract.
 - 10.1.1 Owner, without invalidating the Contract, and without approval of the Contractor's Surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order.
 - 10.1.2 The parties acknowledge that the specifications and drawings may not be complete or free from errors, omissions or imperfections and that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner. Therefore, and notwithstanding any other provisions in this Contract, the parties agree that any errors, omissions or imperfections in the specifications and drawings, or any changes in or additions to them or to the Work ordered

by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, quantum meruit, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties. The parties agree that the Change Order sum, together with any extension of time contained in the Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, whether direct, consequential or otherwise that are incident to, arise out of, or result directly or indirectly from or indirectly from the Work performed by Contractor under such Change Order.

10.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

10.1.4 Except as provided above, no order, oral statement, or direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle the Contractor to an adjustment.

10.1.5 The Contractor agrees that Owner, or any of its duly authorized representatives, shall have access and the right to examine any directly pertinent books, documents, papers, and records of the Contractor for a minimum of two (2) years after the Final Completion Date of the Project. Further, the Contractor agrees to include in all its subcontracts a provision giving Owner or any of its duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers and records of any subcontractor relating to any claim arising from this Contract, whether or not the subcontractor is a party to the claim. The right of access and examination described herein shall continue for the duration of any claims brought under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of this Contract until final disposition of such claims, appeals or litigation.

10.2 Unit Prices: The Contract Documents may require the Contractor to provide certain Work or materials on the basis of unit prices. If the quantity originally contemplated in determining any unit price is materially changed such that application of the agreed unit price to the actual quantity of Work required will cause substantial inequity to Owner or the Contractor, the applicable unit price shall be equitably adjusted as provided in the Special Conditions or as agreed to by the parties and incorporated into Change Order.

10.3 Claims for Additional Costs

10.3.1 The Contractor shall provide written notice to Owner and the AE within twenty-one (21) days of the occurrence of any event or the discovery of any condition that the Contractor claims will cause an increase in the Contract Sum or Contract Time that is not related to a requested change. The Contractor shall not proceed with any Work for which it will assert a claim for additional cost or time before providing the written notices, except for emergency situations governed by Article 6.3. Failure to provide the required notices is sufficient grounds for rejecting any claim for an increase in the Contract Sum or the Contract Time arising from the event or the condition. Any adjustment in the Contract Sum or Contract Time for any additional Work shall be authorized by Change Order.

10.3.2 The notice provisions of Article 10.3.1 apply to, but are not limited to, any claims for additional cost or time brought by the Contractor as a result of: 1) any written interpretation of the Contract Documents; 2) any order by Owner to stop the Work pursuant to Article 13 where the Contractor was not at fault; or 3) any written order for a minor change in the Work issued pursuant to Article 10.4.

- 10.3.3 Should the Contractor or its Subcontractors fail to call attention of the AE to obvious discrepancies or omissions in the Bid/Proposal Documents during the pre-bid/pre-proposal period, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a Unilateral Change Order to require performance by the Contractor. Claims for time extensions or for extra cost resulting from delayed notice of Contract document discrepancies or omissions will not be considered by Owner.
- 10.4 Minor Changes. The AE, with concurrence of the ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which the Contractor shall carry out promptly and record on as-built record documents.
- 10.5 Concealed Site Conditions. If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the bid/proposal documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, the ODR and the AE shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, the AE, with the approval of the ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of the ODR.
- 10.6 Extension of Time. All Changes to the Contract Time shall be made as a consequence of requests as required under Article 8.6, and as documented by Change Order as provided under Article 10.1.
- 10.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required make use of such electronic information management system(s) as Owner may employ.
- 10.7.1 Routine changes in the Construction Contract shall be formally initiated by the AE by means of a Change Request form detailing requirements of the proposed change for pricing by the Contractor. This action may be preceded by communications between the Contractor, AE and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by the Contractor. Except for emergency conditions described below, approval of the Contractor's cost proposal by the AE and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and the Contractor may be required to remove Work so installed.
- 10.7.2 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between the Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, the ODR may authorize the use of detailed cost records of such Work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 10.7.3 Emergency changes to save life or property may be initiated by the Contractor alone (see Article 6.3) with the claimed cost and/or time of such Work to be fully documented as to necessity and detail of the reported costs and/or time.

10.7.4 The method of incorporating approved changes into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.

10.8 Pricing Change Order Work

10.8.1 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by the AE and ODR using current estimating guides and/or practices.

10.8.1.1 Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by the ODR.

10.8.1.2 Contractor shall provide written response to change request within twenty-one (21) calendar days of receipt.

10.8.1.3 If the parties cannot agree on an equitable adjustment for labor hours attributable to a change, they shall use the Means Facility Cost Data as a guide for labor hours as a basis of negotiation.

10.8.1.4 If the parties cannot agree on an equitable adjustment for equipment rental charges attributable to a change, they shall use the Rental Rate Blue Book for Construction Mobilization as a basis of negotiation.

Article 11. Project Completion and Acceptance

11.1 Closing Inspections

11.1.1 Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof Substantially Complete, it shall notify the ODR in writing that the Work will be ready for Substantial Completion Inspection on a specific date. The Contractor shall include with this notice the Contractor's Punch list to indicate that it has previously inspected all the Work associated with the request for inspection, has corrected items where possible, and includes all items scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Site of the Project from the use to which it is intended, the Contractor shall not request a Substantial Completion Inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform the Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on the Contractor's list.

11.1.1.1 Prior to the Substantial Completion Inspection, the Contractor shall furnish a copy of its marked-up As-Built Drawings and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications or parts for all installed equipment, systems and like items. Delivery of these items is a prerequisite for requesting the Substantial Completion Inspection.

11.1.1.2 On the date requested by Contractor, or as mutually agreed upon, the AE, ODR, the Contractor and other Owner representatives as determined by Owner, will jointly attend the Substantial Completion Inspection, which shall be conducted by the ODR or his/her delegate. If the ODR concurs with the AE and Contractor in a determination that the Work is Substantially Complete, the ODR will issue a

Certificate of Substantial Completion to be signed by the AE, Owner and Contractor, establishing the date of Substantial Completion and identifying responsibilities for security, maintenance, and insurance. AE will provide with this certificate a list of punch list items (the Pre-Final Punch list) for completion prior to Final Inspection. This list may include items in addition to those on the Contractor's punch list, which the inspection team deems necessary to correct or complete prior to Final Inspection.

11.1.2 Final Inspection. The Contractor shall complete the list of items identified on the Pre-Final Punch list prior to requesting a Final Inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, the Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the Pre-Final Punch list Work, the Contractor shall give written notice to the ODR and AE that the Work will be ready for Final Inspection on a specific date. The Contractor shall accompany this notice with a copy of the updated Pre-Final Punch list indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the ODR, independent inspectors hired by Owner, AE, and the Contractor will inspect the Work. The AE will submit to the Contractor a Final Punch list of open items that the inspection team requires corrected or completed before final acceptance of the Work.

11.1.2.1 Correct or complete all items on the Final Punch list before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this Work within seven (7) days of receiving the Final Punch list. Upon completion of the Final Punch list, notify the AE and ODR in writing stating the disposition of each Final Punch list item. The AE, Owner and Contractor shall promptly inspect the completed items. When the Final Punch list is complete, and the Contract is fully satisfied according to the Contract Documents the ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to the Contractor's right to receive Final Payment.

11.1.3 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.

11.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete punch list items or failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of Owner's rights under the Contract or relieve the Contractor of its responsibility for performance or warranties.

11.1.5 Additional Inspections

11.1.5.1 If Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion Inspection, the ODR or AE will give the Contractor written notice listing cause(s) of the rejection. The Contractor will set a time for completion of incomplete or defective Work as acceptable to the ODR. Complete or correct all Work so designated prior to requesting a second Substantial Completion Inspection.

11.1.5.2 If Owner's inspection team determines that the Work is not complete at the Final Inspection, the ODR or the AE will give the Contractor written notice listing the cause(s) of the rejection. The Contractor will set a time for completion of incomplete

or defective Work as acceptable to the ODR. The Contractor shall complete or correct all Work so designated prior to again requesting a Final Inspection.

11.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punch list Items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of the Contractor. Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion Inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

11.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by the ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to Closing Inspections, Occupancy and Acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate or notice.

11.2 Owner's Right of Occupancy. Owner may use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use the Work, or part thereof, prior to Substantial Completion, the ODR will notify the Contractor in writing and identify responsibilities for security, maintenance, and insurance. Work performed on the premises by third parties on Owner's behalf does not constitute use of the Work by Owner for purposes of this Article. All Work performed by the Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to any areas of the Project.

11.3 Acceptance & Payment

11.3.1 Request for Final Payment. Following the certified completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified Application for Final Payment that includes all sums held as retainage and forward to the AE and the ODR for review and approval.

11.3.2 Final Payment Documentation. Prior to or with the Application for Final Payment, Contractor shall submit final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract. Submit Consent of Surety to Final Payment and an affidavit that all payrolls, bills for materials and equipment, subcontracted Work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. The Contractor may not subsequently submit a claim on behalf of a subcontractor or vendor unless the Contractor's affidavit notes that claim as an exception.

11.3.3 AE Approval. The AE will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, the AE will either 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval and send to Owner.

- 11.3.4 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from the Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the 21st day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including Unilateral Change Order as may be applicable.
- 11.3.5 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day following Owner's approval of the Application for Payment. If the Contractor disputes any amount deducted by Owner, the Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.
- 11.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:
- 11.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects); and/or
 - 11.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents; and/or
 - 11.3.6.3 Terms of any warranties required by the Contract, or implied by law; and/or
 - 11.3.6.4 Claims arising from personal injury or property damage to third parties.
- 11.3.7 Waiver of Claims. Submission of an Application for Final Payment by the Contractor constitutes a waiver of all claims and liens by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for Final Payment.
- 11.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

Article 12. Warranty & Guarantee

- 12.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract Documents are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, Owner's independent inspectors, AE or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.
- 12.2 Warranty Period. Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If less than all of the Work is accepted as substantially complete (Partial Substantial Completion), the warranty period for the Work accepted begins on the date of Partial

Substantial Completion, or as otherwise stipulated on the Certificate of Partial Substantial Completion for the Work.

12.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

12.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

12.3.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.

12.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

12.4.1 Observations by Owner and/or AE.

12.4.2 Recommendation to pay any progress or final payment by AE.

12.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents.

12.4.4 Use or occupancy of the Work or any part thereof by Owner.

12.4.5 Any acceptance by Owner or any failure to do so.

12.4.6 Any review of a Shop Drawing or sample submittal; or

12.4.7 Any inspection, test or approval by others.

12.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the Warranty Period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and the Contractor. The ODR will certify the date of service commencement in the Substantial Completion Certificate.

12.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.

12.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

12.6 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, Owner

may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

- 12.7 Certification of No Asbestos Containing Materials or Work. The Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA – 40 CFR 763-99 (7)) from all subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non Asbestos Containing building Materials (ACBM). This certification must be provided no later than the Contractor's application for Final Payment.

Article 13. Suspension and Termination

- 13.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work if Owner determines it is necessary to do so to prevent or correct any condition of the Work which constitutes an immediate safety hazard or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

13.1.1 Owner will give the Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of the notice, the Contractor shall immediately cease all activities related to the identified Work. As soon as practicable following the issuance of a suspension notice, Owner will conduct an investigation into the circumstances giving rise to the suspension, and issue a written determination of the findings.

13.1.2 If the cause of the suspension is due to actions or omissions within the control of the Contractor, the Contractor will not be entitled to an extension of time for delay resulting from the suspension. If the cause of the suspension is something not within the control of the Contractor and the suspension will prevent the Contractor from completing the Work within the Contract Time, the suspension is an Excusable Delay and a Time Extension will be granted through a Change Order.

13.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.

- 13.2 Suspension of Work for Owner's Convenience. Upon seven (7) calendar days written notice to the Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for its own convenience. Upon resumption of the Work, if the suspension prevents the Contractor from completing the Work within the Contract Time, it is an Excusable Delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) calendar days written notice to the Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive calendar days, the Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

- 13.3 Termination by Owner for Cause

13.3.1 Upon thirty (30) days written notice to the Contractor and its Surety, Owner may, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under any of the following circumstances:

13.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of Work authorized under the Contract, to supply enough properly skilled workmen or proper materials; and/or

- 13.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including the ODR; and/or
 - 13.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to insure its completion within the time, or any approved extension thereof, specified in this Contract; and/or
 - 13.3.1.4 Failure to remedy defective Work condemned by the ODR; and/or
 - 13.3.1.5 Failure to pay subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code Chapter 2251; and/or
 - 13.3.1.6 Persistent endangerment to the safety of labor or of the Work; and/or
 - 13.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract; and/or
 - 13.3.1.8 Any material breach of the Contract; and/or
 - 13.3.1.9 The Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 13.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 13.3.3 Upon receipt of a termination notice, the Contractor or its Surety has thirty (30) days to cure the reasons for the termination or demonstrate to the satisfaction of Owner that it is prepared to remedy to the condition(s) upon which the notice of termination was based. If Owner is satisfied that the Contractor or its Surety can remedy the reasons for the termination and complete the Work as required, the notice of termination shall be rescinded in writing by Owner and the Work shall continue without an extension of time.
- 13.3.4 If at the conclusion of the thirty (30) day cure period the Contractor or its Surety is unable to demonstrate to the satisfaction of Owner its ability to remedy the reasons for termination, Owner may immediately terminate the employment of the Contractor, make alternative arrangements for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.
- 13.3.4.1 Recoverable costs include additional Owner expenses for items such as AE services, other consultants, and Contract administration.
- 13.3.5 Owner will make no further payment to the Contractor or its Surety until all costs of completing the Work are paid. If the unpaid balance of the Contract Sum exceeds the costs of administering and finishing the Work, the Contractor will receive the excess funds. If costs of completing the Work exceed the unpaid balance, the Contractor or its Surety will pay the difference to Owner.
- 13.3.5.1 This obligation for payment survives the termination of the Contract.
- 13.3.6 Owner reserves the right in termination for cause to take assignment of all contracts between the Contractor and its Subcontractors, vendors and suppliers. The ODR will promptly notify the Contractor of the contracts Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- 13.4 Termination for Convenience of Owner. Upon written notice to the Contractor and the AE, Owner may, without breach, terminate the Contract for any reason.

- 13.4.1 The notice will specify the reason for and the effective date of Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete Work or systems, and for safety.
- 13.4.2 Upon receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations:
- 13.4.2.1 Stop all Work.
 - 13.4.2.2 Place no further subcontracts or orders for materials or services.
 - 13.4.2.3 Terminate all subcontracts.
 - 13.4.2.4 Cancel all materials and equipment orders as applicable.
 - 13.4.2.5 Take appropriate action to protect and preserve all property related to this Contract which is in the possession of the Contractor.
- 13.4.3 When the Contract is terminated for Owner's convenience, the Contractor may recover from Owner payment for all Work executed before the notice of termination along with the actual and reasonable cost of any additional Work required to secure the Project and property related to the Contract following the notice of termination. The Contractor will not be entitled to recover any other costs or damages arising from the termination for convenience of Owner including, but not limited to, claims for lost profits or lost business opportunities.
- 13.5 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, then the Contractor may, upon thirty (30) additional days' written notice to the ODR, terminate the Contract and recover from Owner payment for all Work executed before the Work stoppage and the actual and reasonable cost of securing the Project and property related to the Contract during the Work stoppage. The Contractor will not be entitled to recover any other costs or damages arising from the Work stoppage including, but not limited to, claims for lost profits or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, the Contractor may not terminate the Contract.
- 13.6 Settlement on Termination. Within one hundred-eighty (180) days of the effective date of Contract termination for any reason, the Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If the Contractor fails to submit a settlement proposal within the time allowed, Owner may unilaterally determine the amount due to the Contractor because of the termination.

Article 14. Dispute Resolution

- 14.1 Reasonable attempts to resolve any disputes that arise from this Contract or the Project will be made through non-binding mediation prior to the filing of any cause of action, by either party, in a court of competent jurisdiction. Owner designates the Executive Director of the Bexar County Community Arenas Board as its officer for examining, negotiating and resolving claims and counterclaims.

Article 15. Miscellaneous

- 15.1 Supplemental and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and

additional contractual relationships, the Contract may include Supplemental and Special Conditions as described below:

- 15.1.1 Supplemental Conditions may describe the standard procedures and requirements of Contract administration followed by a contracting agency of the State. Supplemental Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplemental Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.
- 15.1.2 Special Conditions shall relate to a particular Project and be peculiar to that Project but shall not weaken the character or intent of the Uniform General Conditions.
- 15.1.3 Work Under the Contract: The Contractor shall, in accordance with the Contract Documents, complete the following work at 3201 E. Houston Street, San Antonio, Texas 78219. The Contractor shall furnish all supervision, labor, materials, transportation, tools, equipment, supplies, temporary protection, and all other things necessary for the proper execution and satisfactory completion of the work. The Contractor shall install, maintain and be responsible for the safe, proper and lawful maintenance and use of the same. Construct in the best and most workmanlike manner the complete project and everything properly incidental thereto as indicated in the Construction Documents/Plans and/or reasonably implied there from.

THE SAFETY OF THE PUBLIC AND THE CONVENIENCE OF TRAFFIC SHALL BE REGARDED AS THE PRIME IMPORTANCE.

15.2 Summary of the Work

GENERAL CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS FOR THE FOLLOWING SCOPE OF WORK:

GENERAL – The Freeman Coliseum is a Bexar County owned building that was built in 1949, and under the control of the Bexar County Community Arenas Board. The West Gate Entrance is located off east Houston Street and provides access to the Coliseum, the Freeman Expo Hall, and the AT&T Center.

15.2.1 **SCOPE OF WORK**

Execute all of the Work as described in the contract documents and all other related work as described in the Drawings, Specifications and other Contract Documents, specifically: construction of a new guarded gate access located on the west side of the Coliseum property at 3201 E. Houston Street to include new steel canopy, paved traffic lanes, ornamental fencing, signage, and lighting. Contractor shall be responsible for coordinating the work of BCCAB's selected contractors for associated work with other subcontractors throughout the project to ensure that all elements of the scope of work are completed in accordance with the construction design documents and in keeping with Contractor's proposed project timeline.

15.3 **SITE**

15.3.1 **LOCATION:** see above

15.3.2 **CONDITIONS:** The Contractor shall familiarize itself with, but not limited to, the interior/exterior of existing building(s), the site (and its surrounds), utilities, and all other conditions that may affect the project. They are required to familiarize themselves with all of the provisions of the Instructions, Conditions and requirements of the Contract, the Bond, the

Plans and Specifications. They are further required to inspect the site of the work and inform themselves of all conditions affecting the execution of the work to be performed. The filing of the bid shall constitute an admission by the bidder that he has carried out the foregoing stipulations to his entire satisfaction.

15.3.3 **PROTECTION:** The Contractor shall take proper measures to protect all property within all construction easements which might be injured by any process of construction; and in case of any injury or damage, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in an acceptable manner.

The Contractor shall take proper measures to protect the adjacent or adjoining areas, which might be damaged by a process or construction; and in case of any injury or damage, he shall restore at his own expense, the damaged area to a condition similar or equal to that existing before such injury in an acceptable manner.

15.3.4 **PROTECTION OF FINISHED WORK:** Cover and protect; stone, parapet, roof, floors, steps, treads, etc., against damage by workmen, equipment, etc., during the work. Wherever equipment, etc., are hoisted or carried on or into the building, the masonry walls, floor, aluminum & wood work, windows, tile etc., adjacent to the hoisting must be covered with a heavy layer of building paper or thin plywood, and floors and steps over which any materials is carried must be well covered to protect adjacent areas and new work against damage.

Provide weather protection of the work, materials and equipment if applicable, whether incorporated in the building or not. Cover building openings to protect interior from weather when necessary. Provide absolute watertight protection at all times.

15.2.5 **STAGING AREA:** A staging area will be discussed during the Pre-Bid Conference and will be coordinated with the BCCAB.

15.2.6 **PARKING:** Parking will be identified during the Pre-Bid Conference and is part of the staging area.

15.2.7 **DELIVERIES:** Delivery of material and equipment must be coordinated through Architect and ODR with a 72 hour notice.

15.2.8 **USE OF PRIMARY ARTERIES:** The Contractor shall confine his haul routes to primary arteries. Damage caused by the Contractor's equipment shall be the responsibility of the contractor. All damage is to be repaired upon direction and in the manner prescribed by the Architect or BCCAB.

15.2.9 **SANITARY PROVISIONS:** The Contractor shall at his entire expense provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the City Health Department and of the State Department of Health

15.2.10 **DISPOSAL OF WASTE MATERIAL:** The Contractor shall be responsible for disposing properly all waste material including excavation, old concrete, or any other material, which is required to be removed from the project. No waste material shall be deposited in any natural drain, creek, river or other watercourse. Reclamation of low areas may be performed with the approval of the ODR. The Contractor shall, as directed by the Inspector, remove at his own expense, any fill that is blocking drainage that has resulted from the Contractor's operations.

15.2.11 **DUMPSTER:** Contractor shall provide dumpster so debris can be hauled away by contractor to off-site dumpster location. Location of dumpster will be discussed during the Pre-Bid Conference and Walkthrough.

15.2.12 **TRANSPORTATION AND HANDLING:** Methods of crating, transportation and handling of materials and equipment, on or off the site, shall be such as to assure their ultimate installation is undamaged and in perfect working condition.

15.3 GENERAL CONDITIONS

15.3.1 **WORK HOURS:** The Freeman Coliseum operates from 8 a.m. to 5 p.m. every business day. Events are held at varying times throughout the day, including evenings and weekends. Contractor will need to coordinate all construction activities to be compatible with the event schedule that will be provided. The Coliseum observes certain holidays throughout the year, see below. If access is required on a scheduled holiday, a 72 hour notice is required to make arrangements.

15.3.2 **AFTER HOUR WORK:** All after hour work will need to be coordinated with Architect and ODR with a 72 hour notice.

15.3.3 **HEAVY DEMO:** The Freeman Coliseum operates events throughout the year and construction activities, including demolition, will need to be coordinated with Freeman staff to ensure the safety of Coliseum guests.

15.3.4 **ORDER OF OPERATION:** After award of contract, the Contractor will be required to submit a detailed schedule of work plan for the completion of the project. Plan shall include project milestones, dates of anticipated inspections by COSA or A/E, and critical path information.

15.3.6 **MEASUREMENTS:** Before ordering any material or starting any work The Contractor shall verify all measurements and it shall be responsible for the correctness of same. No exchange or compensation will be allowed on account of difference between actual dimensions and measurements indicated the Construction Documents. Any difference, which may be found, shall be submitted to the Owner for instructions before proceeding with the work.

15.3.5 **COUNTY HOLIDAYS:**

FY2015-16

| | | |
|--|---|--|
| Christmas Day Friday, December 25, 2015 | Good Friday Friday, April 3, 2016 | Labor Day Monday, September 5, 2016 |
| New Year's Day Friday, January 1, 2015 | Battle of the Flowers Friday, April 24, 2016 | Veterans Day Friday, November 11, 2016 |
| Martin Luther King Day Monday, January 18, 2016 | Memorial Day Monday, May 30, 2016 | Thanksgiving Thu - Friday, Nov. 24-25, 2016 |
| Presidents' Day Monday, February 15, 2016 | Independence Day Monday, July 4, 2016 | |

15.4 COMPLIANCE WITH ORDINANCES AND PUBLIC SAFETY

15.4.1 **LEGAL RELATION AND RESPONSIBILITIES TO THE PUBLIC:** The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and local laws, ordinances, and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the Owner and Bexar County and its representatives against

any claim arising from the violation of any such law, ordinance, or regulations, whether by himself or by his employees.

15.4.1 **ACCIDENTS:** The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work

The Contractor must promptly report in writing to the ODR all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site which caused death, personal injury, property damage, giving full details and statement of witnesses. In addition, if death, serious injury, or serious damage is caused, the accident then shall be reported immediately by telephone or messenger

15.4.2 **COMPLIANCE:** The Contractor shall comply with ordinances pertaining to the work. The Contractor shall provide and maintain temporary walkways, where needed; fences and all other structures required by Federal and State Regulations and Local Ordinances in such manner as not to interfere with traffic in public streets. It shall leave access to fire hydrants and protect public and adjacent property at all times during the progress of the work. The proper signage shall be posted at all truck entrances, and all other proper safety precautions observed. Contractor shall comply with all applicable provisions of the National Occupational Safety and Health Act (NOSHA), 1970. Contractor will be held liable for damage to property or persons. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incident to the due lawful prosecution of the work.

15.5 **CONSTRUCTION PROCEDURES**

15.5.1 **PUBLIC UTILITIES:** The Contractor's attention is hereby specifically directed to the information regarding the existing public utility structures, lines and mains which are known to exist and may be encountered within and adjacent to the limits of the work covered by this Contract. The existence and location of underground utilities indicated on the plans are taken from the best records available and are not guaranteed, but shall be investigated and verified by the Contractor before starting work.

15.5.2 **CONTRACTORS RESPONSIBILITY:** The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities even though they are not shown on the plans.

15.5.3 **SHORING, BRACING AND SUPPORTING:** In areas where utilities near the construction area would be damaged by soil movement, slip or cave-in, the Contractor shall take all precautions to protect such utilities from damage, and the Contractor shall be fully responsible for and shall pay for repair of any such damage without additional cost to the BCCAB.

15.5.4 **WATER:** The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption. Any connections and piping that the Contractor deems necessary shall be installed at his expense and at locations approved by the facilities staff. Before final acceptance, all temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Inspector.

A three day notice should be given if water shutdown/ cut off is required for any portion of the building. Facilities Personnel staff must coordinate the shutdown. Any of which shall be done after hours or during the weekend.

15.5.5 **ELECTRICITY:** 110 electric current required by the Contractor shall be furnished by the

facility. All necessary additional meters, switches, connections and wiring shall be installed at the Contractors expense and at locations approved by the facilities staff. Before final acceptance, all meters, switches, connections and wiring installed by the Contractor shall be removed in a manner satisfactory to the Inspector.

A three day notice should be given if power shut down is required for any portion of the building. The ODR and Freeman Coliseum staff must coordinate the shutdown. Any of which shall be done after hours or during the weekend

15.6 **ACCESS AND SECURITY PROCESS**

15.6.1 The Coliseum Grounds are operated as an event and entertainment center by the Bexar County Community Arenas Board. Entry to the grounds should be made through the modified and adjusted entry at West Gate of the property and parking will only be allowed in designated areas. Absolutely no contact with patrons visiting the Coliseum or other venues shall be permitted by the Contractor or its subs.

SECTION 5 - FORMAT OF PROPOSALS

5.1 GENERAL INSTRUCTIONS

- 5.1.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the offerors ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of BCCAB's needs.
- 5.1.2 Proposals shall be a maximum of fifty (50) printed pages. The cover, table of contents, divider sheets, and Execution of Offer do not count as printed pages.
- 5.1.3 Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 5.1.4 Proposals and any other information submitted by offerors in response to this RFP shall become the property of BCCAB.
- 5.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by BCCAB, at its option.
- 5.1.6 BCCAB makes no representations of any kind that an award will be made as a result of this RFP. BCCAB reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in BCCAB's best interest.
- 5.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposal. It is essential that Offerors reference the question numbers to the corresponding responses. In cases where a question does not apply, or if you are unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- 5.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal.
- 5.1.9 Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer. The returned form should indicate your CONTRACTOR Firm's name and include the words "No-Response" in the right-hand column.

5.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS

- 5.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and, with the exception of one (1) unbound copy, assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders.
- 5.2.2 Additional attachments shall not be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Section 3 and Section 6 of this RFP will be used by BCCAB for evaluation.
- 5.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

5.3 TABLE OF CONTENTS

- 5.3.1 Include with the Proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections of the Proposal.

5.4 PAGINATION

- 5.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, *etc.*).

SECTION 6 – SPECIFICATIONS

6.1 General:

Owner requests Proposals from qualified and experienced Contractor firms to meet the following minimum specifications stated in this Section.

6.2 Specifications/Scope of Work:

The scope of Work involves providing construction phase services for the New West Gate Entry using the competitive sealed proposal method authorized by Section 2269 of the Texas Government Code.

Included in the scope of Work requirements are the following phases:

Material Procurement and Subcontractor Buyout

Commencement of Construction

Completion of Construction

Owner's Beneficial Occupancy

Offerors are instructed to carefully review Owner's Design Criteria Package which has been provided to interested potential Offerors as part of the RFP selection process.

6.3 Delivery:

Offerors are instructed to provide a milestone schedule for the Project as follows:

Material Procurement and Subcontractor Buyout

Commencement of Construction

Completion of Construction

Owner's Beneficial Occupancy

FF&E move-in

Failure of the Contractor Firm to notify Owner sufficiently in advance of inability to complete within the delivery schedule, shall grant Owner the option of canceling the order, purchasing from the best available source,

and charging the Contractor firm the difference between the Contract Sum and actual purchase price, if any, plus cost of handling. Notwithstanding the foregoing, Owner shall have no obligation to accept late performance or to waive timely performance by Contractor firm.

Miscellaneous Provisions:

Personnel

Contractor firm shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under the Contractor Contract.

Contractor firm shall assign to Owner a designated representative, who will be responsible for the coordination and administration of Owner's requirements,

Project Execution

Following execution of the Contractor Contract by the parties, the Contractor firm hereunder shall Work with the AE to identify field conditions that conflict with the Construction Documents and provide alternative solutions to address said conditions, submitting all recommendations for review and determination of scope compliance by Owner's AE before or concurrently with commencement of construction.

An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.

Owner shall provide, or contract for, independently of the Contractor firm, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the New West Gate Entry by Owner.

The Contractor firm shall supply a signed and sealed set of as-built construction documents for the Project to Owner at the conclusion of construction. The construction documents shall include CAD (computer aided design) drawings for Owner's use after occupancy.

6.4 Liquidated Damages:

TWO HUNDRED FIFTY DOLLARS (\$250.00) per day beyond the Project scheduled set out in the Contractor Contract executed by the parties.

6.5 Additional Services:

The following additional services will be provided by the Contractor firm's team:

Utility Requirements

Site-specific Salvage and Selective Demolition

ATTACHMENT 1

EXECUTION OF OFFER

RFP NO. 2015-1210

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH OFFEROR'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL,

1. By signature hereon, Offeror offers and agrees to furnish the services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and Offeror's Proposal.
2. By signature hereon, Offeror affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a Owner employee, employee's family member, member of Bexar County Community Arenas Board in connection with the submitted Proposal. Failure to sign this Offer, or signing with a false statement, shall void the submitted Proposal or any resulting Contract, and the Offeror shall be removed from all proposal lists at Owner.
3. By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of Contract and, at Owner's option, may result in cancellation of any resulting Contract.
4. By signature hereon, Offeror hereby certifies that neither Offeror or anyone acting for Offeror, has violated the antitrust laws of this state, codified in Section 15,01, et, seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Offeror certifies that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
6. By signature hereon, Offeror certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Contractor firm and to bind the firm under any Contract which may result from the submission of this Proposal.
7. By signature hereon, Offeror certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Offeror and an employee of Owner, and Offeror has not been an employee of Owner within the immediate twelve (12) months prior to submission of its Proposal. All such disclosures will be subject to administrative review and approval prior to Owner entering into any Contract with Offeror.
8. By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
9. Offeror represents and warrants that all articles and services quoted in response to the RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 01-696) and its regulations in effect or proposed as of the date of this RFP.
10. By signature hereon, Offeror signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

11. By signature hereon, Offeror signifies its compliance with all applicable codes and building regulations as well as all rules, regulations and laws associated with healthcare services (*i.e.*, HIPAA, OSHA, ADA, Fire Safety, etc.) in force or announced prior to the date of submittal of the Proposal.

Complete the following:

VIN No: _____

FEI No: _____

If Sole Owner:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

Submitted By:

(Authorized Signature)

(Printed: Name/Title)

(Date)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

ATTACHMENT 2

LUMP SUM BID FORM

Date: _____

Proposal of: _____
(Company Name)

To: Bexar County Community Arenas Board

Ref.: Freeman Coliseum –West Gate Entrance Exterior Improvements, RFP No. 2015-1210

PROJECT DURATION: This project is expected to be completed within _____
(_____) calendar days from the date of the Notice to Proceed.

LIQUIDATED DAMAGES: TWO HUNDRED FIFTY (\$250.00) per day beyond the Project Duration shown above.

The company designated above, as bidder affirms, (or, in the event of multiple bidders, such affirms) that the only person or parties interested in this bid as principal are those named herein; that this Bid Form is made without collusion with any other person, firm, or corporation, that he or she has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications and the plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees to provide all the necessary machinery; tools, apparatus, and other means of construction; and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Architects and/or Consulting Engineer as therein set forth.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in figuring out the bid.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architect or Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit price set forth below except as provided for in the specifications.

Complete and submit this Bid Form and Supplemental pages listed below as part of your bid. Failure to complete and return these pages will render your bid non-responsive and will be rejected.

(continued on next page)

1 Freeman West Gate Exterior Improvements as described in the contract documents and all other related work as described in the Construction Documents by Saldana & Associates, and other Contact Documents.

\$

Numeric Base Bid

2 **OWNER CONTROLLED CONTINGENCY:** The General Contractor shall include in this Base Bid, the following Owner Controlled Contingency, \$150,000 for BCCAB's use related to unforeseen conditions.

\$150,000

TOTAL BID \$

(#1 PLUS #2)

Written word showing Total Bid *

**In case of a difference in written words and figures in this Bid Form, the amount stated in the written word shall govern.*

Note: You must bid all items to be considered for award. Check List:

Supplement A: **List of Subcontractors** _____

Supplement D: **Contractor Qualification Form** _____

Supplement E: **Sub Contractor Qualification Form** _____

Supplement F: **Experience Form** _____

Acknowledge review and incorporation of Addenda in your Bids.

Dated _____ **ADDEND A #1:**Initials _____

Dated _____ **ADDEND A #2:**Initials _____

Dated _____ **ADDEND A #3:**Initials _____

Dated _____ **ADDEND A #4:**Initials _____

Dated _____ **ADDEND A #5:**Initials _____

END OF BID FORM

Revised 12/7/2015

SUPPLEMENT A – LIST OF SUBCONTRACTORS

PARTICULARS

1.01 Herewith is the list of subcontractors referenced in the bid submitted by:

1.02 (Bidder) _____

1.03 To: Bexar County Community Arenas

1.04 Dated _____, and which is an integral part of the Bid Form.

1.05 The following work will be performed (or provided) by Subcontractors and coordinated by our firm:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT

SUBCONTRACTOR NAME

A. Demolition _____

B. Sitework _____

C. Concrete _____

D. Masonry _____

E. Structural Steel _____

F. Carpentry _____

G. Waterproofing _____

H. Metal Roofing _____

I. Plaster _____

J. Doors & Hardware _____

K. Painting _____

L. Curtain Wall & Glazing _____

M. Mechanical Systems _____

N. Signage _____

O. HVAC Systems _____

P. Electrical System _____

Q. Asphalt Placement _____

R. Plumbing _____

S. Striping..... _____

T. Other _____

END OF SUPPLEMENT A

SUPPLEMENT D - CONTRACTOR QUALIFICATION FORM

SUBMITTED BY: _____ DATE: _____

COMPANY NAME _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE #: _____ FAX #: _____ CELL #: _____

TYPE OF WORK _____

YEARS IN BUSINESS _____

SIMILAR EXPERIENCE:

List at least two (2) similar projects completed by your company within the last three years; along with the date, name and current telephone number of Owner and Architect/Engineer contact:

| Company Reference Info | Project Name & Date | Architect/Engineer | Contact |
|-------------------------------|--------------------------------|---------------------------|----------------|
|-------------------------------|--------------------------------|---------------------------|----------------|

END OF SUPPLEMENT D

SUPPLEMENT E – SUB CONTRACTOR QUALIFICATION FORM

SUBMITTED BY: _____ DATE: _____

COMPANY NAME _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE #: _____ FAX #: _____ CELL #: _____

TYPE OF WORK _____

YEARS IN BUSINESS _____ TRAINING/LICENCING/CERTIFICATION:

List names and dates of any specialized training, certification and/or licensing; along with name and telephone number of schools, trade organization or agencies by which they are conferred:

Company Reference Info Project Name & Date Architect/Engineer Contact

END OF SUPPLEMENT E

SUPPLEMENTAL F - EXPERIENCE

List projects for the last five years, along with the date and dollar value of the work completed by your company; and provide the name and current telephone number for an Owner and Architect contact.

| Project | Yr. Completed | Scope Of Work | Dollar Value | Architect Contact | Owner Contact |
|---------|---------------|---------------|--------------|-------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

EXHIBIT A

ADDITIONAL CONTRACT DOCUMENTS AND SPECIFICATIONS

INDEX OF DRAWINGS –West Gate Entrance Exterior Improvements

A0. COVERSHEET

ARCHITECTURE

A-0.01 INDEX OF DRAWINGS AND ACCESSIBILITY CODES
A-1.0 EXISTING COND./DEMO SITE PLAN
A-1.1 NEW OVERALL SITE PLAN
A-1.2 NEW SITE PLAN
A-2.0 FLOOR PLAN
A-3.0 ELEVATIONS
A-4.0 SECTIONS
A-4.1 SECTION DETAILS
A-4.2 SECTION DETAILS
A-5.0 FRAMING PLANS
A-5.1 FRAMING PLAN DETAILS
A-6.0 GUARD HOUSE
A-7.0 MISC. DETAILS
A-7.1 MISC. DETAILS

MECHANICAL / ELECTRICAL / PLUMBING

M-0.00 MECHANICAL SYMBOLS & ABBREV.
M-0.01 MECHANICAL SPECIFICATIONS
M-0.02 MECHANICAL SPECIFICATIONS
M-1.01 MECHANICAL PLAN
M-2.01 MECHANICAL SCHEDULES
M-1.03 MECHANICAL DETAILS

P-0.00 PLUMBING SYMBOLS & ABBREV.
P-1.01 WASTE PLUMBING PLAN
P-2.01 DOMESTIC PLUMBING PLAN
P-3.01 PLUMBING SCHEDULES
P-4.01 PLUMBING DETAILS

E-0.00 ELECTRICAL SYMBOLS & ABBREV.
E-0.01 SITE ELECTRICAL PLANS
E-1.01 ELECTRICAL LIGHTING PLAN
E-2.01 ELECTRICAL POWER PLAN
E-3.01 ELECTRICAL ONE LINE DIAGRAMS
E-4.01 ELECTRICAL SHEET SPECS

STRUCTURAL

| | | | |
|-------|---------------------|-------|---------------------------|
| S-101 | NOTES AND SCHEDULES | S-302 | SECTIONS |
| S-102 | SPECIAL INSPECTIONS | S-303 | SECTIONS |
| S-103 | SPECIAL INSPECTIONS | S-304 | SECTIONS |
| S-201 | FOUNDATION PLAN | S-305 | SECTIONS |
| S-202 | ROOF FRAMING PLAN | S-306 | SECTIONS |
| S-301 | SECTIONS | S-401 | ELEVATIONS & PERSPECTIVES |

EXHIBIT B

CONFLICT OF INTEREST QUESTIONNAIRE (Offeror to complete the following Form CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

EXHIBIT D

JOB REQUIREMENTS

1 **SECTION 01000 - JOB REQUIREMENTS**

2
3
4 **PART 1 - GENERAL** (INCLUDES REQUIREMENTS APPLICABLE TO
5 PART 2 and PART 3)

6
7 **RELATED DOCUMENTS**

8
9 Requirements of Drawings, General and Supplementary General Conditions and
10 DIVISION 1 apply to this Section.

11
12
13 **SCOPE**

14
15 Provide all work including but not necessarily limited to:

- 16 Summary of Work
17 Project Coordination
18 Cutting and Patching
19 Definitions and Standards
20 Schedules, Reports, Payments
21 Shop Drawings, Product Data and Samples
22 Quality Control Services
23 Temporary Facilities
24 Products and Substitutions
25 Project Closeout

26
27 Related Work Specified elsewhere:

- 28 Allowances SECTION 01210
29 Alternates SECTION 01230

30
31
32 **SUMMARY OF THE WORK**

33
34
35 Descriptive Summary of the Work: without force and effect on requirements of
36 Contract Documents, the description of the Work of the Contract can be summarized
37 as follows:

38
39 Demolition and new construction of a new West Gate Entrance for the Freeman
40 Coliseum, 3201 Houston Street, San Antonio, TX. Project consists of the
41 following:

- 42
43 • Selective demolition of existing structures, fencing, and electrical to
44 prepare for the new construction.
45 • Installation of new structural and architectural elements for the enhanced
46 entryway.
47 • Construction of a new guardhouse with required MEP and telecom systems.
48 • Provide signage and channel letters as designed to identify the new
49 entrance.
50 • Install a new ornamental fence and lighting.

51
52
53 Contract Scope: work covered by these documents is to be included under one
54 General Contract with proposal conditions as described elsewhere.

1 Contractor Use of Premises: the Contractor shall limit his use of the premises to
2 the work indicated, so as to allow for Owner occupancy and use by the public.

3
4 Use of the Site: confine operations at the site to the areas permitted.
5 Portions of the site beyond areas on which work is indicated are not to be
6 disturbed.

7
8 Owner will assign paved area near the building for Contractor's operations.
9 Limit Contractor's operations to the assigned areas and the construction
10 areas in the building. Restore operations areas used by Contractor to
11 previous conditions at completion of construction.

12
13 Maintain utilities at all times. Schedule any required disruption of
14 existing mechanical and electrical services to existing areas with Owner
15 prior to interruption. Consult and coordinate with utility companies when
16 working around utility facilities which are controlled by them. Determine
17 exact locations of utility lines before commencing excavation or other
18 operations which could be disruptive to the lines.

19
20 Protect lawns, trees, shrubbery, streets, walks, curbs, buildings and other
21 physical improvements within the whole area of Contractor's operations from
22 damage at all times. Box around trees which are to remain within
23 construction area, with fencing. Remove temporary protective coverings,
24 barricades, etc., at completion.

25
26
27 Keep existing driveways and entrances serving the premises clear and available
28 at all times. Do not use for parking or storage of materials.

29
30 Do not encumber the site with materials or equipment. Confine stockpiling of
31 materials and location of storage sheds to the designated Contractor's area.

32
33 Lock automotive type vehicles and other mechanized or motorized construction
34 equipment, when parked and unattended. Do not leave vehicles or equipment
35 unattended with the motor running or ignition key in place.

36
37 Contractor Use of the Existing Building: maintain the existing building in a safe
38 and weathertight condition throughout the construction period. Repair damage
39 caused by construction operations. Take all precautions necessary to protect the
40 building and its occupants during the construction period.

41
42 In general, the construction areas in the building will be vacated by Owner and
43 all furnishings and movable equipment will be removed as required for
44 construction operations. Maintain partial exitway through the work areas at all
45 times. IN addition, the construction areas will need to be utilize by the owner
46 for event set-up, event days, and event takedown. Coordinate work around Owner
47 utilization dates, and clean up space from construction materials during those
48 times.

49
50 Remaining areas of the building which are not in the construction areas will
51 remain in full use by Owner during the construction period. Carry out
52 construction operations to allow full access to and exit from occupied areas and
53 cause the least practical disturbance to the occupants and their continuing use
54 of the building.

55
56 Prevent damage to existing facilities and injury to personnel which might be
57 caused by construction work, including overhead operations. Erect temporary

1 dustproof partitions and barriers between occupied areas and construction areas.
2 Hold creation of noise and dust, affecting the Owner's operations, to a minimum.

3
4 Do not allow construction personnel to enter occupied rooms in the building
5 except as specifically required to carry out construction operations.

6
7 Repair/replace existing work disturbed by construction operations and as
8 required to complete the project. Carry out repair and replacement work in
9 existing areas with as little disruption as possible to services and operations.
10 Unless otherwise indicated, match existing materials, construction details and
11 finishes at repair and replacement work.

12
13 Keep public areas such as hallways, stairs elevator lobbies and toilet rooms
14 free from accumulation of waste material, rubbish or construction debris.

15
16 Smoking or open fires will not be permitted within the building enclosure or on
17 the premises.

18
19 Partial Owner Occupancy: the Owner reserves the right to place and install
20 equipment in completed areas of the building and to occupy completed areas prior
21 to substantial completion, provided that occupancy does not interfere with
22 completion of the Work. Placing of equipment and partial occupancy shall not
23 constitute acceptance of the work or any part of the Work.

24 25 26 **PROJECT COORDINATION**

27
28 Administration and Supervision:

29
30 Coordinate various elements of the Work and entities engaged to perform work;
31 and coordinate the Work with existing facilities/conditions, and with work by
32 separate Contractors (if any) and by Owner.

33
34 Hold bi-monthly coordination meetings at regularly scheduled times. Request
35 representation at each meeting by every party currently involved in coordination
36 or planning for the work of the project. Conduct meetings in a manner which
37 will resolve coordination problems.

38
39 Coordinate requirements for property access, employee parking, storage areas,
40 and limits of operations on Owner's property with - Derrick Howard, Executive
41 Director, Community Arenas Board, 210/226-1177.

42
43
44 Permits and Fees: Obtain and pay for all permits, inspections fees and utility
45 services required by the project. Pay all fees, taxes, charges and miscellaneous
46 surcharges and costs required by all authorities having jurisdiction.

47
48 Before construction commences review Construction Schedule, methods and sequence
49 of operations with Owner's representative in order that operational conflicts
50 might be pre-determined and adjustments made to scheduling, methods and sequencing
51 which will alleviate such conflicts.

52
53 Monthly Progress Reports: The General Contractor shall prepare a monthly progress
54 report in a form, in sufficient detail, and of a character approved by the Owner,
55 Submitting five (5) copies to the Architect. The progress report shall specify
56 for the items in the General Contractor's control, among other things, status of
57 construction activities, an estimated percentage of completion, whether the

1 Project is on schedule and budget and if not, the reasons therefore, an analysis
2 of contingency funds (used and unused) and the revised schedule, if any. The
3 progress report shall also include photographs and status of compliance with
4 applicable MWBE programs.

5
6 Submittal Log: The General Contractor shall prepare a complete submittal log that
7 identifies all the submittals required by the Contract Documents. The submittal
8 log shall, as a minimum, list the following items to be submitted:

- 9
10 Submittals required by technical specifications
11 Listing of subcontractors
12 Insurance certificates
13 Performance and payment bonds
14 Permits, fees and other items to be paid or obtained
15 Payment applications
16 Schedule of Values
17 List of projects
18 Project closeout submittals
19

20 The log shall be updated and distributed on a monthly basis.

21
22 Survey/Recording: employ the services of a Licensed Surveyor to provide
23 horizontal and vertical layouts for construction elements. Review layouts with
24 the Architect before proceeding with construction work.

25
26 Working from established lines and levels at or near project site, establish and
27 maintain dependable markers for each story of construction. Calculate
28 dimensions and measure for layout of work; do not scale the drawings. Maintain
29 surveyor's log of layout work. Record deviations (if any) from drawing
30 information on existing conditions, and review with Architect at time of
31 discovery.
32

33 Digital Photography: Provide the field office with capability to digitally
34 photograph field conditions and e-mail progress images of the work to the
35 Architect's office. Comply with requests for digital documentation made on an as-
36 needed basis by the Architect in order to review field conditions. Digital images
37 in JPEG or GIF formats shall be forwarded by e-mail to the Architect's office.
38

39 Photo document all existing interior and exterior conditions prior to starting
40 work. Maintain on site and distribute two (2) copies to Architect on CD.
41

42 Installer Inspections: require Installer of each major unit of work to inspect
43 substrate and conditions before proceeding. Inspect each product immediately
44 before installation. Do not install damaged or defective products, materials or
45 equipment.
46

47 Pre-Installation Conference: prior to starting installation of each major
48 component of the Work, hold a pre-installation conference, attended by each entity
49 involved or affected by planned installation. Include technical representatives
50 of product manufacturers and others recognized as expert or otherwise capable of
51 influencing success of the installation.
52

53 Review significant aspects of requirements for the Work. Record discussion and
54 distribute as plan of action.
55
56
57

1 Pre-installation conferences shall be held for the following:

- 2 Demolition
- 3 Paving
- 4 Waterproofing
- 5 Roofing
- 6 Plaster
- 7 Curtain Wall

8
9 Installation, General:

10
11 Comply with manufacturer's instructions and recommendations to extent printed
12 information is more detailed or stringent than requirements contained directly
13 in Contract Documents.

14
15 Install work during time and under conditions which will ensure best possible
16 results, coordinated with required inspection and testing.

17
18 Anchor work securely in place, properly located by measured line and level,
19 organized for best possible uniformity, visual effect, operational efficiency,
20 durability, and similar benefit to Owner's use. Isolate non-compatible
21 materials from contact, sufficiently to prevent deterioration.

22
23 Mount individual units of work at industry-recognized mounting heights, if not
24 otherwise indicated; refer uncertainties to Architect before proceeding.

25 Cleaning and Protection: clean each element of work at time of installation.
26 Provide sufficient maintenance and protection during construction to ensure
27 freedom from damage and deterioration at time of substantial completion.

28
29
30 **CUTTING AND PATCHING**

31
32 Structural Work: do not cut-and-patch structural work in a manner resulting in a
33 reduction of load-carrying capacity or load-deflection ratio. Submit proposal and
34 request and obtain Architect's review before proceeding with cut-and-patch of
35 structural work.

36
37 Operational/Safety Limitations: do not cut-and-patch work exposed to view
38 (exterior and interior) in a manner resulting in noticeable reduction of aesthetic
39 qualities and similar qualities, as judged by Architect. Engage the original
40 Installer/Fabricator, or (if not available) an acceptable equivalent entity, to
41 cut-and-patch exposed work.

42
43 Limitation of Review: Architect's review of proposed cutting and patching does
44 not waive right to later require removal/replacement of work found to be cut-and-
45 patched in an unsatisfactory manner, as judged by Architect.

46
47 Materials: use materials for cutting and patching that are identical to existing
48 materials. If identical materials are not available, or cannot be used, use
49 materials that match existing adjacent surfaces to the fullest extent possible
50 with regard to visual effect. Use materials for cutting and patching that will
51 result in equal-or-better performance characteristics.

52
53 Inspection: before cutting, examine surfaces to be cut and patched and conditions
54 under which the work is to be performed. If unsafe or otherwise unsatisfactory
55 conditions are encountered, take corrective action before proceeding with the
56 Work.

1 Temporary Support: to prevent failure, provide temporary support of work to be
2 cut.

3
4 Protection: protect other work during cutting and patching to prevent damage.
5 Provide protection from adverse weather conditions for that part of the project
6 that may be exposed during cutting and patching operations.

7
8 Avoid interference with use of adjoining areas or interruption of free passage
9 to adjoining areas.

10
11 Take precautions not to cut existing pipe, conduit or duct serving the building
12 but scheduled to be relocated until provisions have been made to bypass them.

13
14 Cutting: cut the work using methods that are least likely to damage work to be
15 retained or adjoining work. Where possible review proposed procedures with the
16 original installer; comply with original installer's recommendations.

17
18 Where cutting is required use hand or small power tools designed for sawing or
19 grinding, not hammering and chopping. Cut through concrete and masonry using a
20 cutting machine such as a carborundum saw or core drill. Cut holes and slots
21 neatly to size required with minimum disturbance or adjacent work. To avoid
22 marring existing finished surfaces, cut and drill from the exposed or finished
23 side into concealed surfaces. Temporarily cover openings when not in use.

24
25 Patching: patch with seams which are durable and as invisible as possible.
26 Comply with specified tolerances for the Work.

27
28 Restore exposed finishes of patched areas and where necessary extend finish
29 restoration into retained adjoining work in a manner which will eliminate
30 evidence of patching and refinishing.

31 32 33 **DEFINITIONS AND STANDARDS**

34
35 General: except as specifically defined otherwise, the following definitions
36 supplement definitions of the Contract, General Conditions, and Supplementary
37 Conditions and other General Contract Documents, and apply generally to the Work.

38
39 Indicated: shown on drawings by notes, graphics or schedules, or written into
40 other portions of Contract Documents. Terms such as "shown", "noted", "scheduled"
41 and "specified" have the same meaning as "indicated", and are used to assist the
42 reader in locating particular information.

43
44 Directed, Requested, Approved, Accepted, etc.: these terms imply "by the
45 Architect", unless otherwise indicated.

46
47 Reviewed by Architect: in no case releases Contractor from responsibility to
48 fulfill requirements of Contract Documents.

49
50 Project Site: space available to Contractor at location of project, either
51 exclusively or to be shared with separate Contractors, for performance of the
52 Work.

53
54 Furnish: supply and deliver to project site, ready for unloading, unpacking,
55 assembly, installation and similar subsequent requirements.

1 Install: operations at project site, including unloading, unpacking, assembly,
2 erection, placing, anchoring, applying, working to dimension, finishing, curing,
3 protecting, cleaning, and similar requirements.

4
5 Provide: furnish and install, complete and ready for intended use.

6
7 Installer: entity (firm or person) engaged to install work, by Contractor, Sub-
8 Contractor or Sub-subcontractor. Installers are required to be skilled in work
9 they are engaged to install.

10
11 Specification Text Format: underscoring facilitates scan reading, no other
12 meaning. Imperative language is directed at Contractor, unless otherwise noted.

13
14 Overlapping/Conflicting Requirements: most stringent (generally) requirement
15 written directly into the contract documents is intended and will be enforced,
16 unless specifically detailed language written into the Contract Documents clearly
17 indicates that a less stringent requirement is acceptable. Refer uncertainties to
18 the Architect for a decision before proceeding.

19
20 Where optional requirements are specified in a parallel manner, option is
21 intended to be Contractor's unless otherwise indicated.

22
23 Minimum Requirements: indicated requirements are for a specific minimum acceptable
24 level of quality/quantity, as recognized in the industry. Actual work must comply
25 (within specified tolerances), or may exceed minimums within reasonable limits.
26 Refer uncertainties to Architect before proceeding.

27
28 Abbreviations, Plural Words: abbreviations, where not defined in Contract
29 Documents, will be interpreted to mean the normal construction industry
30 terminology, determined by recognized grammatical rules, by Architect. Plural
31 words will be interpreted as singular and singular words will be interpreted as
32 plural where applicable for context of Contract Documents.

33
34 Testing Laboratory: an independent entity engaged for the project to provide
35 inspections, tests, interpretations, reports and similar services.

36
37 Industry Standards: applicable standards of construction industry have same force
38 and effect on performance of the Work as if copied directly into Contract
39 Documents or bound and published therewith. Standards referenced in Contract
40 Documents or in governing regulations have precedence over non-referenced
41 standards, insofar as different standards may contain overlapping or conflicting
42 requirements. Comply with standards in effect as of date of Contract Documents,
43 unless otherwise indicated.

44
45 Abbreviations: where abbreviations or acronyms are used in Contract Documents,
46 they mean the well-recognized name of entity in building construction industry;
47 refer uncertainties to Architect before proceeding, or consult "Encyclopedia of
48 Associations" by Gale Research Co.

49
50 Trade Union Jurisdictions: maintain current information of jurisdictional
51 matters, regulations, actions and pending actions; and administer/supervise
52 performance of work in a manner which will minimize possibility of disputes,
53 conflicts, delays, claims or losses.

54
55 Group References: Text in the Contract Documents which refers to groups of items
56 applies to all of the items in the referenced group unless otherwise indicated

1 (i.e. "Comply with the requirements of the Ordinance," has the same meaning as
2 "Comply with all the requirements of the Ordinance").
3
4
5

6 **SCHEDULES, REPORTS, PAYMENTS**

7

8 Progress Schedule: within 15 days of date of award of Contract, submit a
9 comprehensive bar-chart type progress schedule indicating a time bar for each
10 significant category or unit of work to be performed at the site. Arrange
11 schedule to indicate required sequencing of units, and to show time allowances for
12 submittals, inspections and similar time margins.
13

14 Show critical submittal dates related to each time bar, or prepare separate
15 coordinated listing of critical submittal dates.
16
17

18 Show phases of work within each time bar for major elements which involve
19 purchase lead-time, fabrication, seasonal treatment, mockups, testing, or
20 similar phases as well as installation. Where length of installation time
21 exceeds 3 months, divide phase into 10 equal-dollar-volume and space for
22 recording actual dollar-volume of completed work at end of each period
23 scheduled.
24
25

26 Submittal: following initial revision of schedule after Architect's review,
27 print and distribute schedule to entities with a need-to-know responsibility,
28 including 2 copies to Architect. Post in temporary office space. Revise at
29 intervals matching payment requests, and redistribute/repost. Provide copies
30 required with payment requests.
31

32 Project Meetings: record discussions and decisions of progress and coordination
33 meetings and distribute copies to those attending and others affected including
34 Architect.
35

36 Schedule of Values: prepare schedule of values to show breakdown of Contract Sum
37 corresponding with payment request breakdown and progress schedule line items.
38 Show dollar value and per cent of total for each unit of work scheduled. Submit
39 not less than 7 days prior to first payment request, and revise each time schedule
40 is affected by change order or other value revision (by Contractor). Include
41 Contractor's supervision, profit and overhead expense in each line item.
42
43

44 **Payment Requests:**

45
46

47 Submit request for each calendar month, not later than ten days before day
48 established for progress payment. Use minimum one original or electronic
49 licensed AIA form G702, with additional copies as needed, fully completed and
50 executed. If electronic licensed form used, submit Certification of
51 Authenticity AIA Document D401 if requested. Submit the forms in triplicate,
52 including attachment of waivers and similar documentation with one copy.
53

54 Prior to the initial payment request, submit:

- 56 List of principal subcontractors and suppliers
- 57 Schedule of values

1 Progress schedule and first progress report
2 Copies of Building Permits and similar start-up authorization or
3 certifications
4 Plan review comments from permitting authorities
5 A comprehensive QA/AQ program in sufficient detail so as to allow the Owner
6 to understand whom, how, and when the General Contractor will undertake such
7 measures.

8
9 Prior to requests for inspections for Substantial Completion and Final
10 Acceptance, submit documents as described in this article for Project Closeout.
11 Before Final Acceptance, submit the written information as set forth in
12 Paragraph 9.10 of the GENERAL CONDITIONS.

13 14 **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

15
16 Coordination: coordinate the preparation and processing of work-related
17 submittals with the performance of the Work. Coordinate each separate submittal
18 with other submittals and related activities that require sequential activity.
19 Coordinate the submittal of different units of interrelated work so that one
20 submittal will not be delayed by the necessity of reviewing a related submittal.

21
22 Contractor's costs for shop drawings, submittals, samples and associated
23 expenses shall be included as part of the total line item costs on the
24 schedule of values for any category of work. No separate payment shall be
25 made for the production of shop drawings, submittals, samples and associated
26 expenses, or any resubmittals required.

27
28 Review Time: allow minimum 2 weeks for the Architect/Engineer's initial processing
29 of each submittal. Allow one week for reprocessing each submittal. No extension
30 of time will be authorized because of failure to transmit submittals to the
31 Architect sufficiently in advance of the Work.

32
33 Submittal Preparation: mark each submittal with permanent label for
34 identification. Provide project name, date, name of Architect, name of
35 Contractor, name of Subcontractor or Supplier, number and title of appropriate
36 specification section and similar definitive information. Provide a space on the
37 label for Contractor's and Architect/Engineer's review markings.

38
39 Contractor's Review: review each submittal and mark notations and corrections on
40 each copy submitted. Add the following statement on each submittal. "This
41 submittal has been checked and has been found to conform to the intent of the
42 latest Contract Documents." Submittals without such statements will be returned
43 without Architect's review, and no additional project time will be allowed to the
44 Contractor for the time of such return.

45
46 Deviations: The Contractor shall notify the Architect in writing of any
47 deviations in the submittals from the Contract Documents at the time of
48 submission. Notification of deviation may be made on the submittal documents, and
49 shall be clearly marked as requiring Architect's attention. The Contractor shall
50 not be relieved of responsibility for any deviation from the Contract Documents
51 unless the Contractor has specifically notified the Architect in writing of such
52 deviation at the time of the submittal and the Architect has given written
53 acceptance to the specific deviation. Written acceptance may be made on the
54 returned submittal documents.

55
56 Submittal Transmittal: package each submittal appropriately for transmittal and
57 handling. Send each submittal from the Contractor to the Architect and other

1 destinations using AIA transmittal form G810 unless another form is acceptable to
2 Architect.

3
4 Additional Copies: provide additional copies of submittals required by governing
5 authorities that are in addition to copies specified for submittal to the
6 Architect.

7
8 Intermediate Submittals: where it is necessary to provide intermediate submittals
9 between the initial and final submittals, provide and process intermediate submit-
10 tals in the same manner as for initial submittals.

11
12 Shop Drawings:

13
14 Initial Submittal: submit 6 sts opaque blue/black line prints. Two will be
15 returned.

16
17 Final Submittal: if re-submittal is required after Architect's review, submit 6
18 prints. Include additional prints as necessary for job use and distribution.
19 Architect will retain 4 prints, and will return the remainder. Maintain one
20 print as mark-up copy for record drawings.

21
22 Product Data: Submit six copies and mark each copy to indicate the actual product
23 to be provided; show selections from among options in the manufacturer's printed
24 product data. Where the product data is required for maintenance manuals, submit
25 additional copies which will be returned. Maintain one additional copy at the
26 project site for reference purposes.

27
28 Do not proceed with the installation of manufactured products until a copy of
29 related product data is in the installer's possession at the project site.

30
31 Samples: submit samples as required in the separate specification sections.
32 Provide minimum 3 or more samples in each set where variations in color, pattern
33 or texture are observable; show average condition and extreme range of variations.
34 Submit full documentation with each set. Mark each sample with submittal number
35 and color identification. Sample submittals are for Architect's observations of
36 color, texture, pattern and "kind". Maintain returned set at project site for
37 purposes of quality control comparisons.

38
39 Miscellaneous Submittals: provide copies of miscellaneous submittals as follows;
40 unless otherwise indicated.

41
42 Project Photographs: submit minimum of 12 color prints in duplicate, on a
43 monthly basis, sufficient to describe the progress of the work as it relates to
44 the monthly application for payment for that month.

45
46 Survey Data: submit 2 copies, except provide 10 prints of completed project
47 property survey.

48
49 Warranties: submit 2 executed copies, plus additional copies as required for
50 maintenance manual.

51
52 Inspection and Test Reports: Where not processed as shop drawings or product
53 data, provide 2 copies plus additional copies as required for maintenance
54 manuals.

55
56 Field Records: 4 copies, including one copy which will be returned for
57 inclusion in the submittal of record documents.

1
2 Maintenance Manuals: submit 2 bound copies.

3
4 Record Drawings: submit original maintained marked-up prints, plus 2 copies.

5
6 The General Contractor and the subcontractors for each trade or division of the
7 Work under the direction of GC to keep a complete and accurate record of all
8 changes or deviations from the Contract Documents. The GC shall prepare or
9 cause to be prepared legible and neat freehand drawings certifying the "as-
10 built" conditions of the mechanical and electrical systems, and specifically
11 defining the variations from requirements of the Contract Documents. All such
12 changes shall be neatly and correctly shown on the drawings affected, or in the
13 specifications, with appropriate supplementary notes. The record set of prints
14 of drawings, shop drawings, and specifications shall be kept at the Construction
15 Site for the inspection of Project Architect and the Owner and shall be
16 delivered to the Architect in good condition at the time of Final Completion.

17
18 Architect/Engineer's Action:

19
20 Stamp: the Architect or his Consulting Engineer will stamp each submittal to be
21 returned with a uniform, self-explanatory action stamp, appropriately marked and
22 executed to indicate the status of the submittal.

23
24
25 **QUALITY CONTROL SERVICES**

26
27
28 Description: quality control services include inspections and tests performed by
29 independent agencies and governing authorities, as well as by the Contractor.
30 Inspection and testing services are intended to determine compliance of the work
31 with requirements specified. Specific quality control requirements are specified
32 in individual specification sections.

33
34 Contractor Responsibilities: except where indicated as being the Owner's
35 responsibility, quality control services are the Contractor's responsibility,
36 including those specified to be performed by an independent agency and not by the
37 Contractor. The Contractor shall employ and pay an independent agency, testing
38 laboratory or other qualified firm to perform quality control services specified.

39
40
41 The Owner will engage and pay for services of an independent agency to perform
42 the inspections and tests that are specified as Owner's responsibilities.

43
44 Retest Responsibility: where results of inspections or tests do not indicate
45 compliance with Contract Document, retests are the Contractor's responsibility.

46
47 Associated Services: the Contractor shall cooperate with independent agencies
48 performing inspections or tests. Provide auxiliary services as are reasonable.
49 Auxiliary services include:

- 50
51
52 Provide access to the work
53 Assist taking samples
54 Deliver samples to test laboratory

55
56 Coordination: the Contractor and independent test agency shall coordinate the
57 sequence of their activities. Avoid removing and replacing work to accommodate

1 inspections and tests. The Contractor is responsible for scheduling times for
2 inspections and tests.

3
4 Qualifications for Service Agencies: engage inspection and test service agencies
5 which are prequalified as complying with "Recommended Requirements for Independent
6 Laboratory Qualification" by the American Council of Independent Laboratories and
7 which are acceptable to the Architect.

8
9 Submittals: submit a certified written report of each inspection, test or similar
10 service, on the same day the test is performed, to the following: Architect (all
11 tests); Structural Engineer (test on structural items); Mechanical/Electrical En-
12 gineer (tests on mechanical/electrical items).

13
14
15 Report Data: written inspection or test reports shall include:

- 16 Name of testing agency or test laboratory
- 17 Dates and locations of samples, tests or inspections
- 18 Names of individuals present
- 19 Complete inspection or test data
- 20 Test results
- 21 Interpretations
- 22 Recommendations

23
24 Repair and Protection: upon completion of inspection or testing, repair damaged
25 work and restore substrates and finishes. Comply with requirements for "Cutting
26 and Patching".

27 28 29 **TEMPORARY FACILITIES**

30
31 Description of Requirements: provide temporary services and facilities ready for
32 use when first needed to avoid delay in the Work. Maintain, expand and modify as
33 needed. Do not remove until no longer needed, or replaced by authorized use of
34 permanent facilities.

35
36
37 Regulations: comply with requirements of local laws and regulations governing
38 construction and local industry standards, in the installation and maintenance of
39 temporary services and facilities. Pay all fees for all permit, inspection,
40 connection, usage and miscellaneous fees, surcharges and taxes required by
41 jurisdictional agencies and utilities.

42
43 Inspections: inspect and test each service before placing temporary utilities in
44 use. Arrange for inspections and tests by governing authorities, and obtain
45 certifications and permits for use.

46
47 Submittals: submit copies of reports and permits required or necessary for
48 installation and operation, including reports of tests, inspections and meter
49 readings performed on temporary utilities, and permits and easements necessary for
50 installation, use and operation.

51
52 Installation: use qualified tradesmen for installation. Locate temporary
53 services and facilities where they will serve the project adequately and result in
54 minimum interference with the Work.

55
56 Temporary Utility Installation: engage the local utility company to install
57 temporary service or to make connections to existing service. Arrange with the

1 companies and existing users for an acceptable time when service can be
2 interrupted to make connections.

3
4 Establish a service implementation and termination schedule. As early as
5 possible change to use of permanent service, to enable removal of the temporary
6 utility and eliminate possible interference with completion of the Work.

7
8 Provide adequate capacity at each stage of construction. Prior to availability
9 at the site, provide trucked-in services for startup of construction operations.

10
11 Obtain and pay for easements required to bring temporary utilities for that
12 purpose.

13
14 Water Service: install temporary potable water service and distribution piping of
15 sizes and pressures adequate for construction purposes. Sterilize piping prior to
16 use. Provide one 3/4" flexible rubber hose, 100 feet long with an adjustable
17 nozzle at each outlet.

18
19 Make service connection to Owner's on-site water source. Owner will provide
20 water required for construction purposes.

21
22
23 Where water pressure is inadequate, provide temporary pumps to supply the
24 required flow of water at the highest point of use.

25
26 Electric Power Service: provide weathertight, grounded temporary electrical
27 service-entrance and distribution system, with ground-fault circuit interrupters
28 and ground-fault interrupter features of proper types, sizes, electrical ratings
29 and characteristics to fulfill project requirements. Comply with applicable
30 requirements of NEMA, NECA and UL standards and governing regulations. Install
31 temporary lighting of adequate illumination levels to perform the Work specified.

32
33 Comply with NEC pertaining to installation of temporary wiring service and
34 grounding. Provide meters, transformers, and overcurrent protective devices at
35 main distribution panel for power and light circuitry. Provide disconnects for
36 equipment circuits.

37
38 Make service connection to Owner's on-site electricity source. Owner will
39 pay for electricity required for construction purposes.

40
41 Power Distribution System: provide circuits of proper sizes, characteristics, and
42 ratings for each use indicated. Install wiring overhead, and risers vertically
43 where least exposed to damage. Provide rigid steel conduit to protect wiring on
44 grade, floors, decks or other areas exposed to possible damage.

45
46 Provide 20 amp, 4-gang receptacle outlets, equipped with ground-fault circuit
47 interrupters, reset button and pilot light, spaced that a 100 foot extension
48 cord can reach each area of work. Use only grounded extension cords; use "hard-
49 service cords where exposed to abrasion and traffic.

50
51 Provide warning signs at power outlets that are other than 110/120 volt. Provide
52 outlets of proper NEMA configuration to prevent insertion of 110/120 volt plugs
53 into higher voltage outlets.

54
55 Temporary Lighting: provide general service incandescent lamps of wattage
56 required for adequate illumination. Protect lamps with guard cages or tempered
57 glass enclosures, where exposed to breakage. Provide exterior type fixtures where

1 exposed to weather or moisture. Provide local switching to allow lights to be
2 turned off in patterns to conserve energy.

3
4 Provide one 200-watt incandescent lamp per 1000 square feet of floor area for
5 general construction lighting, one 100-watt incandescent lamp every 50 feet in
6 corridors, and one lamp per story, located to illuminate each landing and flight
7 in stairways.

8
9 Install temporary lighting to fulfill security and protection requirements,
10 without having to operate the entire temporary lighting system.

11
12 Temporary Telephones: install telephone for each temporary office and first aid
13 station. At each telephone location, post a list of operational and emergency
14 telephone numbers. Provide and pay all fees and costs to provide service for the
15 duration of the work.

16
17 Sewers and Drainage: connect temporary sewers to the municipal sewer system in
18

19 Temporary Construction: provide a neat and uniform appearance in temporary
20 construction and support facilities acceptable to the Architect and the Owner.

21
22 Locate field offices, storage and fabrication sheds and other support facilities
23 for easy access to the Work. Position offices so that windows give the best
24 possible view of construction activities.

25
26
27 Make the change-over to use of permanent services and facilities at the earliest
28 feasible date to minimize hazards and interference with performance of work.

29
30 Maintain field offices, storage and fabrication sheds, temporary sanitary
31 facilities, waste collection and disposal systems, and project identification
32 and temporary signs until near substantial completion. Immediately prior to
33 substantial completion remove these facilities. Personnel remaining at the site
34 after substantial completion will be permitted to use permanent facilities,
35 under restricted use conditions.

36
37 Temporary Heat: provide temporary heat where needed for performance of work, for
38 curing or drying of recently installed work or for protection of work in place
39 from adverse effects of low temperatures or high humidity. Provide UL or FM
40 tested and labeled heating units known to be safe and without adverse effect upon
41 work in place or being installed. Coordinate with ventilation requirements to
42 produce the ambient condition and minimize fuel or energy consumption.

43
44 Maintain a minimum temperature of 45 deg.F in permanently enclosed portions of
45 the building and areas where finished work has been installed.

46
47 Except where use of the permanent heating system is available and authorized,
48 provide properly vented self-contained LP gas or fuel oil heaters with
49 individual space thermostatic control for temporary heat. Do not use open
50 burning or salamander type heating units.

51
52 Field Office: provide standard prefabricated or mobile unit, or the equivalent
53 job-built field office of sufficient size to accommodate required office personnel
54 at the site. Provide insulated, weathertight units with lockable entrances,
55 serviceable finishes and foundations adequate for normal loading. Provide
56 resilient floor covering and painted drywall and ceiling finishes. Provide
57 operable windows equipped with adjustable blinds and insect screens.

1
2 Provide fire-resistant construction for offices located within the construction
3 work area, or within 50 feet of building lines. Provide UL labeled Class "A"
4 fire treated lumber and plywood for framing, sheathing and siding, and UL Class
5 "A" asphalt shingle or rollroofing.

6
7 Provide vented space heater, capable of maintaining an indoor temperature of 68
8 deg.F, and an air-conditioning unit capable of maintaining a maximum indoor
9 temperature of 72 deg.F.

10
11 Provide switch controlled fluorescent light fixtures and 110-120 volt duplex
12 outlets spaced at 12' intervals, with a minimum of one per wall in each room.

13
14 Furnish with a desk and chairs suitable for project meetings. 4-drawer file
15 cabinets, plan tables and plan racks and 6-shelf bookcases as required. Equip
16 with a drinking-water cooler and a private toilet complete with water closet,
17 lavatory and medicine cabinet unit.

18
19 Provide office with telephone, computer email and facsimile machine.
20 Provide office with computer/email capability.

21
22 Storage and Fabrication Sheds: install storage and fabrication sheds as required
23 to accommodate the Work. Sheds may be open shelters or fully enclosed spaces.

24
25 Sanitary Facilities: comply with governing regulations including safety and
26 health codes for the type, number, location, operation and maintenance of fixtures
27 and facilities. Locate so that no one will need to walk more than 2 stories
28 vertically or 200 feet horizontally to reach these facilities.

29
30 Supply toilet tissue, paper towels, paper cups and similar disposable materials
31 as appropriate for each facility. Provide covered waste containers for used
32 material.

33
34 Install single occupant self-contained toilet units of the chemical, aerated
35 recirculation or combustion type, properly vented and fully enclosed with glass
36 fiber reinforced polyester shell. Use of pit-type privies will not be
37 permitted.

38
39 Provide separate toilet facilities for male and female construction personnel at
40 ground level.

41
42 Install wash facilities for personnel involved in handling materials where wash-
43 up is necessary to maintain a healthy condition. Dispose of drainage properly.
44 Supply soap and other cleaning compounds appropriate for each condition. Where
45 required provide shower baths, safety showers, eye-wash fountains and similar
46 facilities for the convenience, safety and sanitation of construction personnel.

47
48 Provide drinking water fountains where and when piped potable water, approved by
49 local authorities, is reasonably accessible from permanent or temporary lines.
50 Otherwise, provide containerized tap-dispenser bottled-water type drinking water
51 units.

52
53 First Aid Supplies: comply with governing regulations and recognized
54 recommendations within the construction industry.

55
56 Dewatering Facilities and Drains: for temporary drainage and dewatering
57 facilities and operations not directly associated with performance of work

1 included under other sections, comply with dewatering requirements of applicable
2 Division-2 sections. Where feasible, utilize the same facilities. Maintain the
3 site, excavations and construction free of water.

4
5 Dispose of rainwater in a lawful manner which will not result in flooding and
6 project or adjoining property, nor endanger either permanent work or temporary
7 facilities.

8
9 Temporary Enclosure: provide temporary enclosure of materials, equipment, work in
10 progress and completed portions of the Work to provide protection from exposure,
11 foul weather, other construction operations, and similar activities. Provide en-
12 closures where temporary heat is needed and the permanent building enclosure is
13 not completed, and there is no other provision for containment of heat.
14 Coordinate with ventilating and material drying or curing requirements to avoid
15 dangerous conditions.

16
17 Provide temporary enclosures by installing waterproof, fire-resistant, UL
18 labeled tarpaulins with a flame-spread rating of 15 or less, using a minimum or
19 wood framing. Use translucent nylon reinforced laminated polyethylene
20 tarpaulins to admit the maximum amount of daylight. Individual openings of 25
21 square feet or less may be closed with plywood or similar materials.

22
23 Close openings through the floor or roof decks and other horizontal surfaces
24 with substantial load-bearing wood-framed or similar construction.

25
26 Where temporary wood or plywood enclosure exceeds 100 square feet in area, use
27 fire-retardant treated material (UL labeled Class "A") for the main sheathing,
28 and use a minimum of non-treated wood finishing and trim.

29
30 Hoists and Temporary Elevator Use: provide facilities for hoisting materials and
31 employed. Do not permit employees to ride hoists which comply only with
32 requirements for hoisting materials.

33
34 Temporary Elevator Use: refer to Division-14 "Elevator" sections.

35
36 Project Identification and Temporary Signs: provide 8' x 4' project
37 identification with copy as supplied by Architect; install where directed. Use
38 exterior type, Grade B-B high density concrete form overlay plywood conforming to
39 PS-1 of 3/4" thickness, and exterior grade acrylic latex-base enamel. Support on
40 suitable posts or framing of treated wood or steel. Maintain in a manner which
41 will properly inform the public and persons seeking entrance to the project. Do
42 not permit installation of unauthorized signs that are visible outside the site.
43 Remove at Substantial Completion and repair mounting surface to good condition.

44
45 Prepare signs within the site to provide directional assistance and information
46 to construction personnel and visitors.

47
48 Collection and Disposal of Wastes: establish a system for daily collection and
49 disposal of waste materials. Enforce requirements strictly. Do not hold
50 collected materials longer than 7 days during normal weather or 3 days when the
51 daily temperature is expected to rise above 80 deg.F. Handle waste materials that
52 are hazardous, dangerous, or unsanitary separately from other waste by
53 containerizing. Dispose of waste material in a lawful manner.

54
55 Burying or burning of waste materials on the site or washing waste material down
56 sewers will not be permitted. Provide rodent proof containers on each floor
57 level to encourage depositing of wastes by construction personnel.

1
2 Site work areas shall be cleaned of construction and waste materials on Owner's
3 event days.
4

5 Miscellaneous Services and Facilities: design, construct, and maintain
6 miscellaneous services and facilities as needed to accommodate performance of the
7 Work, including temporary stairs, ramps, ladders, staging, shoring, scaffolding,
8 temporary partitions, waste chutes and similar items.
9

10 Security and Protection Facilities: provide a neat and uniform appearance in
11 security and protection facilities acceptable to the Architect and the Owner.
12 Maintain site in a safe, lawful and publicly acceptable manner. Take necessary
13 measures to prevent erosion.
14

15 Except for utilization of permanent fire protection facilities, as soon as
16 available, do not change over to use of permanent facilities until substantial
17 completion.
18

19 Temporary Fire Protection: until fire protection needs may be fulfilled by
20 permanent facilities, install and maintain temporary fire protection of the types
21 needed to protect against losses. Comply with recommendations of NFPA Standard
22 10. Locate fire extinguishers where most effective; provide not less than one on
23 each floor at or near each stairwell. Provide type "A" fire extinguishers for
24 temporary offices and spaces where there is minimal danger of electrical or
25 flammable liquid fires, and type "ABC" dry chemical extinguishers elsewhere.
26 Store combustible materials in containers in fire-safe locations.
27

28 Review fire prevention and protection needs with local fire department officials
29 and establish procedures to be followed in the event of fire. Instruct
30 personnel in procedures and post warnings and information. Maintain
31 unobstructed access to fire extinguishers, temporary fire protection facilities,
32 stairways and other access routes. Prohibit smoking in hazardous areas.
33 Provide supervision of welding operations, combustion type temporary heating
34 units, and similar sources of ignition.
35

36 At temporary water outlets provide hoses of sufficient length to reach
37 construction areas. Hang hoses with a warning sign, indicating that hoses are
38 for fire protection purposes and are not to be removed.
39

40 Barricades, Warning Signs and Lights: comply with recognized standards and code
41 requirements for erection of substantial barricades where needed to prevent
42 accidents. Paint with appropriate colors and warning signs to inform personnel at
43 the site and the public, of the hazard being protected against. Provide lighting
44 where needed, including flashing red lights where appropriate.
45

46 Enclosure Fence: install an enclosure fence with lockable entrance gates to
47 enclose the entire site or portion sufficient to accommodate the construction
48 operation. Install so as to prevent persons, dogs and similar animals from
49 entering the site, except through the entrance gates.
50

51 Provide No. 11-gage galvanized open-mesh, chain-link fabric fencing 6 feet high
52 with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2"
53 for line posts and 2-1/2" for corner posts. Set posts in a compacted mixture of
54 gravel and earth. Do not damage existing site pavings to remain.
55

56 Sidewalk Bridge and Walkway: To maintain building and site access to the south
57 entries, erect a substantial, structurally adequate protective bridge for the

1 passage of persons along the walkway. Coordinate with entrance gates and other
2 facilities and obstructions. Comply with governing regulations and requests of
3 governing authorities.

4
5 Construct using heavy framing, waterproofed heavy wood plank overhead decking,
6 protective 5/8" thick minimum exterior plywood enclosure walls, handrails,
7 barricades, warning signs, lights, safe and well-drained walkways and similar
8 provisions for protection and safe passage. Paint and maintain in an acceptable
9 manner.

10
11 Security Enclosure and Lockup: install substantial temporary enclosure of
12 partially completed areas of construction. Provide locking entrances adequate to
13 prevent unauthorized entrance, vandalism, theft and similar violations of project
14 security.

15
16 Where materials and equipment must be temporarily stored, and are of substantial
17 value or attractive for possible theft, provide a secure lockup. Enforce strict
18 discipline in connection with the timing of installation and release of
19 materials, to minimize the opportunity for theft and vandalism.

20
21 Environmental Protection: conduct construction activities, and by methods that
22 comply with environmental regulations, minimize the possibility that air,
23 waterways and subsoil might be contaminated or polluted, or that other undesirable
24 effects might result from the performance of work at the site. Avoid the use of
25 tools and equipment which produce harmful noise. Restrict the use of noise making
26 tools and equipment to hours of use that will minimize complaints.

27
28 Supervision: limit availability of temporary services and facilities to essential
29 and intended uses to minimize waste and abuse. Do not permit temporary
30 installations to be abused or endangered.

31
32 Maintenance: operate and maintain temporary services and facilities in good
33 operating condition and in a safe and efficient manner until removal is
34 authorized. Do not overload services or facilities. Protect from damage by
35 freezing temperatures and similar elements. Do not allow unsanitary conditions,
36 public nuisances or hazardous conditions to develop or persist on the site.

37
38 Maintain operation of temporary enclosures, heating, cooling, humidity control,
39 ventilation and similar facilities on a 24-hour basis where required to achieve
40 indicated results and avoid the possibility of damage to the Work or to
41 temporary facilities.

42
43 Protection: prevent water filled piping from freezing. Maintain markers for
44 underground lines. Protect from damage during excavation.

45
46 Termination and Removal: remove each temporary service and facility promptly when
47 need has ended, or when replaced by use of a permanent facility, but no later than
48 substantial completion. Complete, or, if necessary, restore permanent work
49 delayed because of interference with the temporary service or facility. Repair
50 damaged work, clean exposed surfaces and replace work which cannot be repaired.

51
52 At substantial completion, clean and renovate permanent services and facilities
53 during the construction period.

54
55
56 **PRODUCTS AND SUBSTITUTIONS**

1 The use of asbestos in any form is prohibited on this project. If any product
2 which is required by the construction documents is known or found to contain
3 asbestos, the Contractor shall immediately notify the Architect and advise of a
4 suitable asbestos free substitute product.

5
6 Procedural Requirements:

7
8 Source Limitations: to the fullest extent possible, provide products of the same
9 generic kind, from a single source, for each unit of work. Where it is not
10 possible to do so, match separate procurements as closely as possible. To the
11 extent that the product selection process is under the Contractor's control,
12 provide products that are compatible with previously selected products. Where
13 standard products are available that comply with specified requirements, provide
14 those standard products that have been used successfully before in similar
15 applications, and that are recommended by the manufacturers for the applications
16 indicated.

17
18 Product Selections: comply with the following requirements in the selection of
19 products, materials and equipment:

20
21 Single Product Name: where only a single product or manufacturer is named,
22 provide the product, unless it is not available, is incompatible with existing
23 work, or does not comply with specified requirements or governing regulations.

24
25 Two or More Products Named: where two or more products or manufacturers are
26 named, the selection is at the Contractor's option, provided the product
27 selected complies with specified requirements.

28
29 "Or Equal" Provisions: where products or manufacturers are specified by
30 name accompanied by the term "or equal", provide either the product named,
31 or comply with the requirements for gaining approval or "substitutions" for
32 the use of an unnamed product.

33
34 Compliance with Standards: where the specifications require only compliance
35 with an imposed standard, code or regulation, the Contractor has the option of
36 selecting any product that complies with specified requirements provided no
37 product names are indicated.

38
39 Performance Requirements: where the specifications require compliance with
40 indicated performance requirements, the Contractor has the option of selecting
41 any product that complies with the specific performance requirements, provided
42 no product names are indicated.

43
44 Visual Requirements: where the specifications indicate that a product is to be
45 selected from the manufacturer's standard options, without naming the
46 manufacturer, the Architect has the option of making the selection, after the
47 Contractor has determined or selected the manufacturer.

48
49 Nameplates: except as otherwise indicated for required labels and operating data,
50 do not permanently attach or imprint manufacturer's or producer's nameplates or
51 trademarks on exposed surfaces of products which will be exposed to view either in
52 occupied spaces or on the exterior of the completed project.

53
54 Substitutions: the Contractor's requests for substitutions will be considered
55 when they are reasonable, timely, fully documented, and when they qualify under
56 one or more of the following circumstances.

1 The proposed substitution is related to an "or equal" or similar provision in
2 the Contract Documents.

3
4 The required product cannot be supplied in time for compliance with Contract
5 Time requirements.

6
7 The required product is not acceptable to the governing authorities.

8
9 The required product cannot be properly coordinated with other materials in the
10 Work, or cannot be warranted or insured as specified.

11
12 The proposed substitution will offer a substantial advantage to the Owner after
13 deducting offsetting disadvantages including delays, additional compensation to
14 the Architect/Engineer for redesign, evaluation and other necessary services,
15 and similar considerations.

16
17 Submittals: include the following information, as appropriate, in each request for
18 substitution:

19
20 Provide complete product documentation, including product data and samples,
21 where appropriate.

22
23 Provide detailed performance comparisons and evaluation, including testing
24 laboratory reports where applicable.

25
26 Provide coordination information indicating the effect of the substitution on
27 other work and the time schedule.

28
29 Provide cost information for the proposed change order.

30
31 Provide the Contractor's general certification of the recommended substitution.

32
33 Delivery, Storage, and Handling: receive, store and handle products, materials
34 and equipment in a manner that will prevent loss, deterioration and damage.
35 Schedule delivered so as to minimize long-term storage at the project site.

36
37
38 **PROJECT CLOSEOUT**

39
40 Description of Requirements: provisions of this article apply to the procedural
41 requirements for the actual closeout of the Work, not to administrative matters
42 such as final payment or the change over of insurance. Closeout requirements
43 relate to both substantial and final completion of the Work; they also apply to
44 individual portions of completed work as well as the total Work. Specific
45 requirements contained in other sections have precedence over the general
46 requirements contained in this article.

47
48 Procedures at Substantial Completion: comply with the GENERAL CONDITIONS and
49 complete the following before requesting the Architect's inspection of the Work,
50 or a designated portion of the Work, for certification of substantial completion.

51
52 Submit executed warranties, workmanship bonds, maintenance agreements,
53 inspection certificates and similar required documentation for specific units of
54 work in bound manuals, enabling Owner's unrestricted occupancy and use.

55
56 Submit record documentation, maintenance manuals, tools, spare parts, keys and
57 similar operational items in bound manuals for documents..

1
2 Complete instruction of Owner's operating personnel, and startup of systems.

3
4 Complete final cleaning, and remove temporary facilities and tools.

5
6 Architect's Inspection: Upon receipt of Contractor's request and marked up punch
7 list, Architect will either proceed with inspection or advise Contractor of
8 prerequisites not fulfilled. Following initial inspection, Architect will either
9 prepare Certificate of Substantial Completion, or advise Contractor of work which
10 must be performed prior to issuance of the Certificate of Substantial Completion.
11 The Architect will repeat the inspection when requested and assure that the Work
12 has been substantially completed. Results of the completed inspection will form
13 the initial "punch-list" for final acceptance.

14
15 Procedures at Final Acceptance: the Architect will re-inspect the Work upon
16 receipt of the Contractor's written notice that, except for those items whose
17 completion has been delayed due to circumstances that are acceptable to the
18 Architect, the Work has been completed, including punch-list items from earlier
19 inspections. Notice shall include Contractor's copy of Architect's punch-list
20 indicating which items marked are completed or incomplete. Upon completion of re-
21 inspection, the Architect will either recommend final acceptance and final
22 payment, or will advise the Contractor of work not completed or obligations not
23 fulfilled as required for final acceptance. If necessary, this procedure will be
24 repeated.

25
26 Record Documentation: maintain a complete set of either blue- or black-line
27 prints of the Contract Drawings and shop drawings for record mark-up purposes
28 throughout the Contract Time. Mark-up these drawings during the course of the
29 Work to show both changes and the actual installation, in sufficient detail to
30 form a complete record for the Owner's purposes. Give particular attention to
31 work which will be concealed and difficult to measure and record at a later date,
32 and work which may require servicing or replacement during the life of the
33 project. Require the entities marking prints to sign and date each mark-up. Bind
34 prints into manageable sets, with durable paper covers, appropriately labeled.

35
36 Maintenance Manuals: provide 3-ring vinyl-covered binders containing required
37 maintenance manuals, properly identified and indexed. Include operating and
38 maintenance instructions extended to cover emergencies, spare parts, warranties,
39 inspection procedures, diagrams, safety, security, and similar appropriate data
40 for each system or equipment item.

41
42 General Closeout Requirements: require each Installer of systems requiring
43 continued operation and maintenance by Owner's operating personnel, to provide on-
44 location instruction to Owner's personnel, sufficient to ensure safe, secure,
45 efficient, non-failing utilization and operation of systems. Provide instructions
46 for the following categories of work:

- 47
48
49 Mechanical/Electrical/Electronic Systems (not limited to work of DIVISIONS 15
50 and 16).
51 Food service facilities
52 Live plant materials and lawns
53 Roofing, flashing, joint sealers
54 Floor finishes
55

56 Final Cleaning: at the time of project closeout, clean or reclean the Work to the
57 condition expected from a normal, commercial building cleaning and maintenance

1 program. Complete the following cleaning operations before requesting the
2 Architect's inspection for certification of substantial completion.

- 3
- 4 Remove non-permanent protection and labels.
- 5 Polish glass.
- 6 Clean exposed finishes.
- 7 Touch-up minor finish damage.
- 8 Clean or replace mechanical systems filters.
- 9 Remove debris.
- 10 Broom-clean unoccupied spaces.
- 11 Sanitize plumbing and food service facilities.
- 12 Clean light fixtures and replace burned-out lamps.
- 13 Sweep and wash paved areas.
- 14 Police yards and grounds.
- 15

16 Summarization of Closeout Submittals: All warranties, and guarantees provided by
17 the General Contractor and Subcontractors for the Project shall be submitted
18 within 60 days of Substantial Completion and shall have effective dates that begin
19 no sooner than the Date of Acceptance by the Owner of the Work product.
20 Affidavits, warranties, guarantees, certifications, instructions, manuals and
21 other submittals required by the various Sections as a prerequisite for Final
22 Acceptance include, **but are not necessarily limited to the following:**

23
24 DOCUMENT - CONDITIONS OF THE CONTRACT

- 25 Contractor's 1-year warranty/guarantee (para.3.5)
- 26
- 27 Release of Liens (AIA Doc.G706A, 1994 Edition) (para. 9.10.2)
- 28
- 29 Affidavit that all bills for labor & materials
30 have been paid in full (AIA Doc.G706, 1994 Edition) (para. 9.10.2)
- 31
- 32 Consent of Surety to Final Payment (AIA Doc.G707, 1994 Edition) (para. 9.10.2)
- 33
- 34 1 set "marked-up" Construction Drawings (para. 3.11.1)
- 35
- 36 Contractor's 1-year warranty Pages 00400-6
- 37
- 38 Contractor's submittals - Subparagraph 9.10.2 Page 00400-18
- 39 (1) Affidavit regarding payment of obligations
- 40 (2) Release of Liens
- 41 (3) Consent of Surety to final payment
- 42 (4) Other data as may be designated by Owner
- 43
- 44
- 45
- 46
- 47

EXHIBIT E

PERFORMANCE BOND

Know all men by these presents:

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the Bexar County Community Arenas Board, ("C.A.B."), in the sum of _____ DOLLARS (\$_____) for payment of which unto said C.A.B. we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said _____ hereinafter called Contractor or Principal, has entered into a certain Contract dated _____, 2016 with said Bexar County Community Arenas Board, for construction of the New West Gate Entry, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structure, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said Contract and all included instruments, according to their intent and purpose insofar as the same relate to, or are incident to, the construction and completion of said structure then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect. It is further understood and agreed that this bond shall be a continuous obligation against the Contractor and the Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the Work on the Project which may be authorized or directed by C.A.B. nor by the exercise or failure to exercise by, or on behalf of, C.A.B. any right or remedy provided by the Contract or specifications or by any law or ordinance.

4. It is further understood that this obligation is incurred in accordance with Chapter 271, Section 271.118, Texas Local Government Code and that this obligation is for the benefit and sole protection of Bexar

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ AD 2016.

By: _____
Contractor

By: _____
Surety

EXHIBIT F

PAYMENT BOND

Know all men by these presents:

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the Bexar County Community Arenas, a political subdivision of the State of Texas ("C.A.B."), in the sum of _____ DOLLARS (\$_____) for payment of which unto said C.A.B. we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:
2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said _____ hereinafter called Contractor or Principal, has entered into a certain Contract dated _____, 2016 with said C.A.B., for the construction of the Freeman Coliseum - New West Gate Entry, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein, and for the performance and observance of diverse other matters and things in connection with said Work, and, *inter alia*, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the Work provided for in said Contract; all as more fully described in said Contract and its included instruments which are expressly made a part of this obligation;
3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the Principal and the Surety hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the Work which may be authorized or directed by C.A.B., nor by the exercise or failure to exercise by or on behalf of C.A.B. any right or remedy provided by the Contract or specifications or by any law or ordinances.
4. It is further understood that this obligation is incurred in accordance with Chapter 271, Section 271.118 Texas Local Government Code and that this obligation is for the benefit and sole protection of all persons supplying labor, materials, and services in the prosecution of said Contract.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ AD 2016.

By: _____
Contractor

By: _____
Surety

EXHIBIT G

WAGE RATE DETERMINATION

LABOR STANDARDS PROVISIONS APPLICABLE TO ALL CONTRACTS FOR PUBLIC WORK PROJECTS OF BEXAR COUNTY COMMISSIONERS COURT

ARTICLE I.

DUTY OF PAYMENT OF PREVAILING WAGE RATES

The following provisions and/or notices shall be incorporated in all contracts and subcontracts for public works projects performed or awarded by the Bexar County Community Arenas Board, a public body awarding a contract for public work on behalf of Bexar County, a political subdivision and owner of the Freeman Coliseum, in which the establishment of prevailing wage rates is required under Sections 2258.021 and 2258.022 of the Texas Government Code. In addition, the Labor Standard Provisions set out in this Notice (Article I through Article X) are required to be posted in their entirety at this job site for construction of the New West Gate Entry in the area designated for general postings and all off-site Work areas for this Project.

1. A worker is employed on a public works Project for purposes of these provisions and notices if the worker is employed by the Contractor or a subcontractor in the execution of a Contract for public work with the Bexar County Community Arenas Board (CAB). The CAB, in accordance with Texas Government Code, Chapter 2258, Section 2258.022(a)(2), has adopted the prevailing wage rate as determined by the United States Department of Labor in the Davis-Bacon Act (40 U.S.C. Section 276a, et seq.), and its subsequent amendments and requires a worker employed by it, on behalf of it, to be paid not less than the applicable prevailing wages identified by said statute(s).
2. The Contractor firm who is awarded a Contract by the CAB, or a subcontractor of the Contractor, shall pay not less than the rates determined by the CAB as the applicable prevailing wage rate to a worker employed by it in the execution of the Contract.
3. The Contractor firm or subcontractor who violates the above provisions shall pay to CAB a sum of SIXTY-FIVE DOLLARS (\$65.00) for each worker employed for each calendar day or part of a day that the worker is paid less than the wage rates in the Wage Determination Schedule for Bexar County, Texas, posted by the U.S. Department of Labor in the Federal Register.
4. The applicable wage rates determined by CAB for workers shall be displayed by the Contractor/subcontractor at the job site, in a conspicuous and permanent place readily and routinely accessible to all working men and women, for the duration of the Project. In addition, the Contractor/subcontractor shall display the contents of the following statement, in English and Spanish, near the display of the wage rate determination notice to employees.

ARTICLE II.

NOTICE TO LABORERS AND MECHANICS

Both the CAB and the Contractor/subcontractor agree that you must be compensated with no less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this job site and as are applicable to the classification of Work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over forty (40) hours in any given calendar week Work period, and for any Work conducted on New year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King Day, or the Calendar Days observed as such in any given year.

Apprentice and trainee hourly rates and ratios apply to trainees and apprentices recognized only under approved Federal or State apprenticeship training programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training.

If you believe your employer is not paying the posted minimum wage for the type of Work you do, you must contact the CAB Wage Monitor Representative or at the following address:

Attention: _____

within one hundred eighty (180) calendar days of your receipt of any allegedly incorrect wage or benefit check. You are requested to do this as promptly as possible so that you do not waive your potential right of recovery under the provision of the CAB Contract that governs this Project.

Both the CAB and the Contractor/subcontractor agreed that no laborer or mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

1. No person employed in the construction or repair of any CAB construction Project shall be induced, by any means to give to the Contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he or she is otherwise entitled.
2. The Contractor shall cause the wage and labor standard provisions to be inserted in all subcontract contact documents relative to the Work, to bind subcontractors to the same wage and labor standards as contained in these and related provisions.
3. A worker employed on a public Work Project may be paid greater than the general prevailing rate of per diem wages as determined by the CAB or provided to the CAB by the Bexar County Commissioners Court.

ARTICLE III. RECORDS

1. The Contractor and subcontractors shall keep a record, which shall be open during working hours to inspection by officers or agents of the CAB that will show:
 - a. The name, address, occupation, classification and social security number of each worker employed by the Contractor or subcontractor in the construction of the public Work; and
 - b. The actual per diem wages paid each worker.
2. Appropriate biweekly compliance statements and payroll records shall be submitted to the CAB by the Contractor/subcontractor that compliance with the wage and labor standard provisions of law may be reviewed.
3. CAB is entitled to rely on certified payroll reports of a Contractor/subcontractor regarding the payment of all sums due to those working for the Contractor and subcontractor until the contrary has been determined.
4. The Contractor and each subcontractor shall prepare payroll reports and records in accordance with instructions furnished by CAB. Such records shall be submitted biweekly, but not later than fourteen working days following completion of the Work week being processed. These records shall include certified copies of all payrolls of the

Contractor and subcontractor. The Contractor shall be responsible for the submission and general mathematical accuracy of all payrolls for all subcontractors. Each such payroll submittal shall be on a form approved by CAB. These records shall be sent to the following location:

Attention: _____

5. Copies of all payroll submittal and basic supporting payroll records of the Contractor/subcontractors accounting for all laborers and mechanics employed under the Work covered by the Contract shall be maintained by CAB during the course of the Work and preserved for a period of three (3) years after completion of the Project.

ARTICLE IV. ENFORCEMENT, COMPLAINTS

1. CAB and its agents and/or officers shall:
 - a. Take cognizance of complaints of all violations of these provisions and notices committed in the execution of the Contract; and
 - b. Withhold money forfeited or required to be withheld under these provisions and notices from the payments to the Contractor under the Contract.
2. Employees of the Contractor and subcontractors may be periodically and randomly interviewed, as may be required by CAB for purposes of interviewing workers, investigating, complaints, or reviewing compliance of these labor standards.
3. The Contractor and its subcontractors shall allow job site entry of the authorized CAB representative at all times (after presenting proper identification). The Contractor and subcontractors shall allow Project employees to be separately and confidentially interviewed at random for a reasonable duration of time by the CAB representative(s) to facilitate compliance determinations regarding adherence by the Contractor/subcontractor to the wage and labor standards established by CAB.
4. Upon receipt of information, which may include a complaint by a worker, concerning an alleged violation of these provisions, CAB shall make an initial determination as whether good cause exists to believe that a violation occurred.
5. Claims and disputes not promptly and routinely settled by the Contractor and subcontractors, pertaining to wage rates, or to worker job classifications who are employed upon the Work covered by these provisions, shall be reported by the worker, or a representative of the worker, within one hundred eighty (180) calendar day of the worker's receipt of any allegedly incorrect classification, wage or benefit. Workers, their representatives, or their advocates shall report any such irregularities to CAB for investigation. Claims and disputes reported by the worker to CAB within the specified time period shall be considered by CAB, however, a decision may be appealed to CAB. CAB may pursue contractual rights it may have against the Contractor/subcontractor for breach of Contract and other sanctions available to enforce the wage and labor standard provisions.
6. CAB shall make its determination regarding a complaint before the 31st day after the date CAB receives the information concerning a violation of these standards.

7. CAB shall notify, in writing, the Contractor or subcontractor, and the involved worker(s) of its initial determination.
8. CAB shall retain any amount due under the Contract pending a final determination of the alleged violation.

**ARTICLE V.
PAYMENT BY CAB
TO WORKER; ACTION TO RECOVER**

1. CAB shall use any amounts retained by it under these provisions and notices to pay the worker the difference between the amount the worker received in wages for labor on the public work project at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as stated in the Wage Determination. The sum payable will be stated in CAB's final decision.
2. CAB may adopt rules, orders, or resolutions relating to the manner in which a reimbursement herein is made.
3. If the amounts retained by CAB under these provisions and notices are not sufficient, CAB shall insure the worker receives the full amount owed. The worker shall retain the right to recover in accordance with Section 2258.056 of the Texas Government Code.

**ARTICLE VI.
WITHHOLDING BY CONTRACTOR**

1. The Contractor may withhold from a subcontractor, sufficient money to cover an amount withheld from the Contractor by CAB because the subcontractor violated the requirements under these provisions.
2. If the Contractor has made a payment to the subcontractor, the Contractor may withhold money from any future payments owed to the subcontractor, or the subcontractor's surety, for the amount withheld from the contractor by CAB because of the subcontractor's violation.

**ARTICLE VII.
PAYROLL AND OVERTIME**

1. All laborers and mechanics employed to construct the public works Project, as governed by these provisions and notices, shall be paid, not less than weekly, the full amount of wages due (*minimum hourly base pay and minimum hourly fringe benefit contribution, if any for all hours worked, including overtime*) for the immediately preceding pay period. Only payroll deductions, as are mandated by state and federal law and those legal deductions previously approved in writing by the worker or as are otherwise permitted by state or federal law, may be withheld by the Contractor or subcontractor.
2. All overtime shall be paid in accordance with federal law and all hours worked in excess of forty (40) hours in any *seven (7)* calendar day Work period shall be paid at the rate of one and one-half times the hourly base rate of pay.
3. The Contractor and subcontractor shall pay a minimum hourly base equivalent of the minimum hourly fringe benefits listed in the CAB Wage Determination decision in lieu of the contribution benefits to an IRS recognized fringe benefit plan for all hours worked, including overtime Work. An *employee* is not allowed to receive less than the minimum hourly base rate of pay specified in the wage determination decision by CAB.

4. All holidays recognized by CAB shall be paid at the rate of one and one-half times the regular minimum hourly base pay, regardless of the total number of hours the laborer or mechanics has accumulated during the pay period. New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day, or the calendar days observed as such in any given year.

**ARTICLE VIII.
MISSING WORKER FUND**

1. If CAB determines that a worker has been underpaid, or not paid in accordance with the provisions hereof, and the worker cannot be located by the Contractor, or Owner, after diligent efforts to accomplish same, such unpaid or underpaid wages shall be reserved by CAB in a special "missing workers account" established by CAB for such employees. If, after one year and six months (18 months) from the final acceptance of the Project by Owner, a worker still cannot be located, such wages and associated liquidated damages may be used to defray actual costs incurred by CAB in attempting to locate said worker, and any remaining monies may then revert back to CAB's original funding source for the Project.

**ARTICLE IX.
NON-DISCRIMINATION**

1. No laborer or mechanic to whom the wage, salary, or other labor standard provisions referred to herein are applicable shall be discharged, or in any other manner discriminated against, by the Contractor/subcontractor because such employee has filed any formal inquiry or complaint, or instituted or caused to be instituted, any legal or equitable proceeding, or has testified or is about to testify in any such proceeding, under or relating to the wage and labor standards applicable under the public Project.

**ARTICLE X.
APPRENTICES AND TRAINEES**

1. Apprentices shall be permitted to Work at less than the predetermined rate for the Work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor/ subcontractor by the United States Department of Labor, Bureau of Apprenticeship and Training craft classifications. Any employee listed on a payroll report at any apprentice wage rate, who is not registered with an apprenticeship program approved by the United States Department of Labor, Bureau of Apprenticeship and Training, shall be paid the wage rate of a journeyman for the classification of Work they were hired to perform. The Contractor/subcontractor shall be required to furnish to Owner a copy of the apprenticeship certification, along with the payroll records on which the employee is first listed. The wage rate to be paid apprentices shall be not less than the specific rate of the registered program, for the apprentice's appropriate level of progress, expressed at the most current percentage of the journeyman's rate as contained in the applicable United States Department of Labor, Bureau of Apprenticeship and Training, Apprenticeship Standards for the specific classification.
2. Helpers shall be permitted to Work at less than the predetermined rate for the Work performed when they are employed on CAB public work projects. The allowable ratio of helpers to journeyman in any craft classification shall not be greater than the ratio permitted to a Contractor or subcontractor having a registered apprenticeship program with the United States Department of Labor, Bureau of Apprenticeship and Training for that specific craft classification. Both CAB and the Contractor/subcontractor agree that helpers shall be paid not less than the appropriate apprenticeship percentage of journeyman's rate contained in the applicable wage determination decision by CAB.

3. CAB Wage Monitor's Office shall maintain an accurate list of the appropriate apprentice and helper rates for the classification of Work to be performed. Persons not employed as apprentices or helpers shall be paid at the journeyman rate for the classification of Work they are hired to perform.
4. The above provisions concerning employment of apprentices and helpers shall not operate to exclude apprentice programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training, and funded through a state agency.

EXHIBIT H

AFFIDAVIT AND PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to be the _____ of _____, a _____ (hereinafter called "General Contractor") and who, being duly sworn, upon his oath declares and, on behalf of the General Contractor, acknowledges as follows:

1. I am the duly authorized agent for the General Contractor who has authorized me to make this affidavit, to enter into the agreements and to grant the lien waives herein set forth, in its behalf and as its act and deeds, and all of the recitations herein are true and correct.
2. General Contractor has supplied materials and performed labor in connection with the design of improvements upon the Project.
3. In consideration of and conditioned upon receipt of \$ _____, General Contractor hereby waives and releases any and all liens, rights, and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the State of Texas) owned, claimed, or held by General Contractor in and to the land and improvements constituting part of the Project, but only as they relate to the amounts paid hereunder or previously paid. All lien rights with respect to unpaid amounts are reserved.
4. General Contractor has paid all suppliers of material, sub-contractors, and equipment lessors and others furnishing materials, labor or equipment with respect to the Work for which payment is requested on this Requisition and, to the best of General Contractor's knowledge, there is no claim pending or threatened by any such person with respect to Work described in Requisition No. _____.
5. General Contractor agrees to indemnify and hold the Community Arenas Board and the County of Bexar harmless from any and all liens and claims of suppliers of material, subcontractors, equipment lessors and any others furnishing materials, labor or equipment in connection with the development, design and construction of the Project as defined in the Agreement between the Community Arenas Board and the County of Bexar.

EXECUTED this _____ day of _____, _____.

By:
Title:

SUBSCRIBED AND SWORN TO before me by the said _____

this _____ day of _____, _____, to certify which

witness my hand and seal of office.

(SEAL)

Notary Public in and for the State of Texas

(Printed Name of Notary)

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

(SEAL)

Notary Public in and for the State of Texas

(Printed Name of Notary)

My commission expires:

EXHIBIT I

FREEMAN COLISEUM CURRENT EVENT SCHEDULE *(Subject to change)*