

Solicitation Amendment No. 001

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To: Prospective Bidder/Offeror:	Date:
Prospective Proposers	November 22, 2013
Project Title:	Project No.:
Missouri City Athletic Fields	RFCSP 14-10
<p>1. The following documents are hereby replaced in their entirety:</p> <ul style="list-style-type: none"> a. Construction Project Division 1 Specifications (pages 1 of 79) b. Uniform General Conditions for Houston Community College Building Construction Contracts (pages 2 of 45) <p>2. Proposal Due Date Clarification:</p> <p>Page 1-Title Page (Correct the Proposal Submittal Deadline: December 12, 2013, 3:00p.m).</p> <p>Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.</p>	
Acknowledgement of Amendment No. by:	Date:
Company Name (Bidder/Offerer):	
Signed by:	
Name (Type or Print):	Title:

HOUSTON COMMUNITY COLLEGE

CONSTRUCTION PROJECT
DIVISION 1 SPECIFICATIONS

Construction Project Division 1 Specifications

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Section 010000 Miscellaneous Requirements

1. Summary

These Miscellaneous Requirements are issued as supplements to the Uniform General Conditions for Construction Contracts (UGCs) and any Special Conditions that form a part of the Contract for Construction between the Owner and the General Contractor (or Construction Manager, or Design-Build Contractor). The term “Contractor”, as used herein, is meant to refer to a General Contractor, or a Design-Build Contractor, or a Construction Manager. Should any provision of these Division 1 Specifications conflict with the Contract, the UGCs or the Special Conditions, the latter shall govern.

2. Removal of Debris (see Section 015240)

The Contractor shall remove and legally dispose of all demolition debris and all unused construction materials off-site. Unless specifically noted otherwise, all excess earth and rock excavation materials shall be removed and disposed of offsite. Such demolition debris, unused construction materials and excess excavated earth and rock shall be handled, transported and legally disposed of at the Contractor’s expense.

3. Drawings and Specifications (also see UGC Article 6)

- 3.1 The Drawings and Specifications are intended to describe and provide for a finished and complete piece of Work that meets the requirements of all the applicable governing laws, ordinances, rules, and regulations of the locality. It is mandatory that all work must meet these requirements.
 - 3.1.1 No extra compensation will be allowed for the Contractor’s rework due to its failure to conform to any such requirements unless the original installation was directed by written order issued by the A/E or the Owner.
 - 3.1.2 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be like effect as if shown or mentioned in both. If the Contractor believes that some information is missing then that information should be requested of the Owner or A/E in writing. Should the Drawings disagree among themselves, or with the Specifications, the better quality and/or greater quantity of work and/or materials shall be included with the Contractor’s project proposed pricing. In the case where the Specifications do not fully agree with the material schedules, the material schedules shall govern.
 - 3.1.3 The general character of the detail work is shown on Drawings, but minor modifications may be made by A/E in full size Drawings, shop drawings, or models. Contractor shall not attempt to execute any part of the Work requiring such drawings until he has received approved copies of same.
 - 3.1.4 Where the word “similar or typical” occurs on Drawings, they shall be understood in their general sense and not as meaning identical. All details shall be worked out in relation to their location and their connection to other parts of the Work. If the Contractor finds this to be beyond its capability, interpretations and directions should be requested of the A/E.

- 3.1.5 Small scale and large scale drawings are intended to be mutually compatible and explanatory. In case of variances, the following order of preferences is established to define the intent of the work.
- 3.1.6 Explanatory notes on Drawings;
 - 3.1.6.1 Recorded dimensions;
 - 3.1.6.2 Large scales details;
 - 3.1.6.3 Small scale details;
 - 3.1.6.4 Scaled measurements
- 3.2 The “Scope of Work” description placed in the front portion of each section of the Specifications is intended to designate the scope and locations of all items of Work included in that section, either generally or specifically. It is not, however, intended to limit the scope of the work where plans, schedules, or notes indicate a larger scope.

4. Interpretations of Documents (see UGC 3.2.2)

Whether bidding or building the Project, if there is any doubt as to the meaning of any part of the Construction Documents, the Contractor shall submit a written request to the Owner seeking an interpretation. If the question has to do with technical requirements, the Contractor should provide the A/E with a copy of the request as the Owner will typically ask the A/E for the technical interpretation. If such a request is made during bidding, it should be made at least ten days before bid opening. Interpretations shall then be issued by written response only and during bidding only by issuing an “Addendum” to the bid documents. When in doubt during construction, the Contractor should proceed only with a written interpretation by the Owner, or in its absence, proceed only after notifying the Owner in writing about the interpretation that is being used. Failure of the Contractor to request an interpretation shall not relieve the Contractor from responsibility to complete the Work to the Owner’s satisfaction. If the Contractor does not agree that an interpretation received is satisfactory and without cost or time implications, the Owner should be notified immediately in writing of that fact.

5. Materials and Work (see UGC 8.1)

- 5.1 Unless otherwise specified, all materials shall be new and free of asbestos, noxious or toxic fumes, urea-formaldehyde and lead (lead in potable water system) and both workmanship and materials shall be of the best quality. If requested by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of his materials and workmanship. Any work installed that does not meet the requirements of the Construction Documents shall be removed and replaced with conforming Work. **(UGC 3.3.5)**
- 5.2 The Contractor and subcontractors shall be responsible for the proper care and protection of all materials and equipment furnished both during and after installation. Such materials and equipment may be staged inside the construction fence, or areas designated by the Owner, but only consistent with a Staging Plan acceptable to the Owner. All materials affected by the weather shall be covered and protected to keep them free from damage while being transported to the site. When stored on site, they shall be placed in watertight storage shed/compartments or otherwise protected from the weather. Any material damaged by water or other causes shall be removed from the site and replaced with new material.

- 5.3 When necessary to avoid delay or to protect work or equipment, provide suitable watertight coverings over windows, doors, skylights, hatchways, and such other openings admitting rain, including the Owner's materials within the building area when working on a combined effort.
- 5.4 The Contractor and subcontractors shall protect and be responsible for their Work and any damage to their Work from the date of delivery or installation until Substantial Completion when the Owner will take possession and assume responsibility. They shall make good, without cost to the Owner, any damage or loss that may occur to their Work during this period.
- 5.5 When any room in one of Owner's buildings has been provided for use as a shop, storeroom, etc., the Contractor shall restore the room to equal, or better, condition by providing repairs, patching, cleaning, and painting at its sole expense.
- 5.6 During the execution of the Work the open ends of all piping, conduit and mechanical ducts and openings in equipment shall be sealed in such a way as to prevent the entrance of foreign matter. All heating, ventilating, plumbing and electrical equipment shall be covered and protected. All plumbing fixtures shall be protected and boarded over to prevent their usage by any person. All drains shall be covered until they are placed into service.
- 5.7 The Contractor shall provide all scaffolding and ladders necessary for performing the Work. All scaffolding shall be so constructed, anchored and braced to comply in all respects with OSHA guidelines to afford safety and protection to both workers and their Work, the inspectors and the Work of other contractors.
- 5.8 Except as otherwise specified, the Contractor shall furnish at its own cost and risk all tools, apparatus, hoists or cranes, derricks, etc. needed for the Work.
- 5.9 Temporary equipment shall be installed in such a manner that finished Work will not be damaged by smoke, falling mortar, concrete or other causes. The location and arrangement of temporary equipment shall be subject to the approval of the Owner.
- 5.10 All temporary shoring required for the installation of Work shall be provided by the Contractor who will take all responsibility.
- 5.11 The Contractor and its subcontractors shall provide on the premises, at locations approved by the Owner, suitable watertight storage sheds for the storage of tools and equipment. Such sheds shall be at least 6 inches off the ground on heavy joists. The Contractor shall maintain such sheds in good condition and remove them when directed by the Owner.
- 5.12 **Also see Sections 013100, 013523 and 015000 for related requirements.**

6. Intent of the Documents (see UGC 11.1.2)

- 6.1 It is the intention of the Construction Documents to describe and require the complete installation of the various systems and the Contractor is to furnish all items necessary to make the various systems complete, although each and every item required may not be specifically mentioned in the Construction Documents.
- 6.2 It is not the intent of the Construction Documents to limit materials, equipment or fixtures to the product of any particular manufacturer. Where definite materials, equipment or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a quality standard, applicability, physical conformity and other characteristics. It is not the Owner's intent to discriminate against or prevent any dealer,

jobber or manufacturer from furnishing materials, equipment or fixtures that meet or exceed the characteristics of the specified items. However, substitutions of materials shall not be made without a specific written request by the Contractor having been approved by the Owner in writing. **(See paragraph 18 of this Section).**

- 6.3 Any discrepancies in the Specifications must be reported to the Owner for clarification, correction and interpretation from the A/E before the work is executed.

7. Existing Underground Utilities

If existing underground lines occur in the site where the work is to be accomplished, such lines will be located and staked by the Contractor for the benefit of the Owner and the Contractor prior to start of the work. Contractor shall maintain these markings throughout the duration of the construction project. Prior to any excavation, the Contractor shall review with the Owner the locations of all underground utilities and receive the Owner's written permission to proceed.

8. Pumping, Shoring, Etc.

- 8.1. Pumping: When necessary to avoid delay or to protect the Work or the premises, provide suitable pumping equipment and keep excavations, pits and other areas involved free of water that may leak, seep, or rain in. Do not allow water to flow into excavations. Do not allow water to flow off site in quantities or at rates that exceed the quantities or rates that existed prior to the start of construction
- 8.2. Shoring: The Contractor shall provide and be responsible for all temporary shoring required for execution and protection of the work. After all construction is secure and stable, and when authorized by the Structural Engineer or Civil Engineer, the Contractor shall remove all shoring.

9. Hazardous Materials

- 9.1 If during the course of his work, the Contractor observes the existence of asbestos, or asbestos bearing materials, the Contractor shall immediately terminate further operations and notify Owner of the condition. The Owner will, after consultations, determine a further course of action. **(UGC 7.5)**
- 9.2 Contractor shall furnish Manufacturer's Safety Data Sheets (MSDS) on all materials and products installed by the Contractor and subcontractors on this project to indicate no asbestos-containing materials have been installed.

10. Substantial Completion (see UGC 1.26 and 12.1.1)

"Substantial Completion" constitutes a stage of project completion that will allow Owner beneficial occupancy for the purpose of safely installing furnishings, maintaining normal security over them, and use of the facility for its intended purpose. Substantial Completion shall not be considered as Final Completion as there may be minor correction items outstanding and there are additional completion items required to achieve Final Completion. Upon acceptance that an entire Project, or a portion of a Project, as Substantially Complete the Owner will take possession from the Contractor and assume operations, maintenance and insurance liability responsibilities for that portion of the Project.

11. Coordination (see UGC 3.3.6.2)

The Contractor and subcontractors on the project shall coordinate their work with each other, advising on work schedules, equipment locations, etc. It shall be the responsibility of Contractor to assure this coordination and to schedule and supervise the work of all subcontractors performing work under this contract. Contractor shall be responsible for the proper fit of the various parts of the Work and for the coordination of operations of all trades, the subcontractors and the material suppliers engaged upon or in connection with the Work as well as those of his own employees. Contractor shall accommodate and coordinate with other independent contractors and Owner personnel on site during construction to allow them necessary access to perform their work.

12. Observation of Work (see UGC 8.5.1)

The Owner's representatives, as well as the A/E, shall have access to the work at all times wherever it is in preparation or progress. The Contractor shall provide proper and safe facilities for such access and for observation.

13. Cooperation with Building Officials

Contractor, Subcontractor and all related suppliers, vendors and employees will cooperate with applicable utility and government officials and inspectors at all times. If such official or inspector deems special inspections necessary, provide assistance and facilities that will expedite such inspection or observation.

14. Notification

The Contractor shall notify the Owner at least 48 hours in advance (Monday thru Friday) of concrete pours, roofing installation, start of each new section of classification of work, concealment of plumbing, heating, air conditioning, or electrical work.

15. Ongoing Operations/Construction Personnel

- 15.1 The facilities of the campus will only be available during the scheduled construction time-period as specified by the Owner, and if not specified, then from 8:00 a.m. until 6:00 p.m., Monday through Friday. Work during other times, including weekends, shall only be allowed with prior request and written authorization from the Owner. In addition, the Contractor shall accommodate and coordinate its construction work force and activities to allow the Owner's forces and Owner's separate contractors (i.e. telephone, data, IT, computer, and furniture installation) to enter the jobsite to perform their work.
- 15.2 This project is surrounded by continuously functioning campus facilities, including student housing, academic and research efforts. The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to the Project.
- 15.3 Adjacent facilities will continue to be used for their intended purpose while this Project is underway and the following requirements shall apply:
 - 15.3.1 Contractor, Subcontractors, Owner and A/E shall meet regularly to coordinate and schedule any construction activities affecting ongoing operations including, but not limited to: testing days, student/staff holidays, special events, etc.

- 15.3.2 The Owner may have other contractors, or its own employees, performing work on the campus and in the vicinity of the Contractor's Work. The Contractor shall not commit any act, or allow any act, that will interfere with the performance of work by these other work forces. The Contractor shall cooperate with all performing parties so that the Owner can realize the best possible outcome of all projects involved and requiring coordination.
- 15.3.3 Student, faculty and general public safety is of utmost importance. Fire and life safety exiting from buildings must be maintained at all times and closely monitored. Review and receive approval for changes in existing conditions with the local fire marshal for each phase of construction. Provide temporary signage as required by the fire marshal and/or the Owner.
- 15.3.4 Firearms, drugs, intoxicating beverages, X-rated materials, etc. are banned from the Owner's property.
- 15.3.5 Smoking is not allowed inside any campus building or anywhere on the campus except in designated areas. Smoking will not be allowed in any enclosed area of the building(s) of this project. Enclosed, as used here, refers to erection of exterior walls and overhead structure for any portion of the project; it does not mean to limit the term to only "dried in" situations. Use of or possession of illegal drugs or alcohol on the project site or anywhere on campus is prohibited.
- 15.3.6 Construction personnel are not to communicate or interact with students and faculty on site. Only the Project Superintendent, Project Manager and/or their appointed representatives may communicate with the faculty and administrative staff on an as needed basis.
- 15.4 Campus utilities must not be interrupted except when scheduled and approved in advance through Owner-designated campus channels. The Contractor or his personnel shall NOT open or close any valves of the central campus utility systems. Valve operation is to be done by University utilities personnel only. The Contractor shall not activate or deactivate any campus utility system or component of any system, without express written direction from the Owner.
- 15.5 Chemical cleaning of new utility additions shall be done by circulating a good non-phosphate cleaner through as much of the new system as possible. Prior to dumping the cleaning agent, the Contractor shall notify the local City/County industrial water treatment department to sample the effluent. If the City/County officials approve of dumping to drain, then the Contractor will dump into the sanitary sewer. The Contractor shall refill the new system with water and again have the City/County water treatment officials sample the effluent prior to dumping. If at any stage the City/County water treatment officials refuse to accept the effluent, then the Contractor must make special arrangements for legal disposal at its expense and provide the Owner with copies of the resulting shipping and disposal manifests.

16. Field Measurements (see 014518 – Field Engineering)

- 16.1 The Contractor will employ an experienced, competent staff to establish or survey the building lines, elevations, and field dimensions. Each subcontractor shall verify all existing grades, lines, levels and dimensions affected by their work.
- 16.2 Before ordering any materials or doing any work, each subcontractor shall verify all measurements and shall be responsible for their correctness. Any difference between the actual dimensions and conditions on the site and those indicated on the drawings shall be submitted to the Owner for instructions and consideration before proceeding with the work.

17. Substitutions (see UGC 8.3.5 and 8.3.6)

The Contractor may submit and Owner and A/E will consider substitutions that have not been submitted and approved prior to receipt of proposals. Contractor shall submit a written substitution request on an Owner approved form and the substitution shall be fully identified for product or method being replaced by substitution, including related specification section and drawing number(s) and fully documented to show compliance with the requirements of the Construction Documents. Include product data/drawings, description of methods, samples where applicable and Contractor's detailed comparison of significant qualities between the specified item and the proposed substitution. The Contractor shall include a statement of effect on construction time, coordination and other affected work, cost information or proposal and a written guarantee indicating the proposed substitution will result in overall work equal to or better than work originally indicated. Contractor shall allow sufficient time for review and approval of such proposed substitutions.

Section 012000 Project Meetings

1. Pre-Construction Conferences (see UGC 3.1.1)

- 1.1 Prior to commencing construction, the Contractor shall schedule a meeting to review all aspects of the Construction Project. The time of the Pre-Construction Conference and the attendees shall be determined through discussions between the Owner, Project Manager and Contractor prior to scheduling.
- 1.2 The following is a tentative agenda for the Pre-Construction Conference:
 - Critical work sequencing;
 - Designation of responsible personnel;
 - Procedures for processing submittals, substitutions, applications for payment, proposal requests, change letters and Contract Close-out procedures;
 - Parking and access to the site;
 - Office, storage areas and temporary facilities;
 - Utility information;
 - Testing procedures;
 - Procedures for maintaining record documents.
- 1.3 Minutes of the Pre-Construction Conference will be kept and distributed to all attendees and to all team members not present at the meeting. All final decisions recorded in the minutes shall become binding on the parties.

2. Pre-Installation Conferences

Conduct a Pre-installation Conference at the site before each construction activity that requires extensive coordination and for those activities where a preinstallation meeting is specifically required by the specification section.

3. Progress Meetings (see UGC 8.5 and 8.6)

- 3.1 The Contractor shall schedule progress meetings at regular intervals to discuss and monitor the construction project. The Contractor shall determine the meeting times and required attendees.
- 3.2 Minutes of the Progress Meeting shall be kept and distributed to all attendees and to all team members not present at the meeting.

4. Close-out Meetings

- 4.1 When the Contractor determines that a Project, including all punch list items, has been substantially completed and an acceptance date established, a formal project close-out meeting will be scheduled and attended by the parties designated by the Owner and A/E.
- 4.2 At the close-out meeting, upon documentation of exceptions and assignment of completion responsibilities, the close-out documents required by the Construction Documents will be released to the Owner.
- 4.3 Minutes of the Project Close-out meeting will be kept by the A/E and any exceptions identified will be recorded. Specific completion dates for the exceptions will be established and tracked by the Owner to ensure expeditious completion. Copies of the minutes will be distributed to all attendees.

Section 013100 Project Administration

1. Subcontracts (see UGC 3.3.6)

- 1.1 Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound by the terms and conditions of the Owner's contract.
- 1.2 The Contractor is required to submit a list of all first tier subcontractors to the Owner as subcontracts are executed.

2. Flow of Communications (see UGC 3.2, 3.3.1 and 3.3.6)

- 2.1 The Owner's Designated Representative (ODR) is the Owner's primary representative for the Project who will be designated to the Contractor in writing. The ODR is the only party authorized to issue written/or oral instructions directly to the Contractor that involve changes to the contract scope, cost or time of the Work. If any other party directs the Contractor to make changes to the Work that will involve scope, cost or time the Contractor should notify the ODR immediately in writing. (see UGC 1.17)
- 2.2 The Owner will also designate Project Manager. The ODSR will have the authority, delegated by the ODR, to make decisions on behalf of the Owner concerning coordination with the Owner of Work on the site including: traffic controls, site safety, scheduling of utility outages, and all matters within the contract that do not involve changes to the scope, cost and/or time for completion. The Project Manager, will coordinate and conduct quality inspections of the construction work as it is installed or performed, authorize payments (except first and final) and conduct final acceptance

inspections. The Project Manager will be the Contractor's primary point of contact on the site.

- 2.3 The Architect/Engineer (A/E) is responsible to the Owner for the technical aspects of the Design, including the review of Contractor Submittals and for interpretation of the technical requirements of the Construction Documents. The Owner's written instructions to the Contractor on these matters will generally be issued through the A/E.
 - 2.3.1 The A/E may issue clarifications and other information not affecting the contract scope, cost or time by means of an A/E's Supplemental Instructions (ASI), or similar clarification form, that will be sequentially numbered. Both the A/E and Contractor will maintain separate ASI registers. **(See UGC 3.2.2).**
 - 2.3.2 If Contractor believes such a clarification will create a change in the contract scope, cost or time for performance, a written notification of such must be provided to the ODR before performing the Work involved. The Contractor should proceed with such Work only after being directed to do so in writing by the ODR.
- 2.4 Any oral direction to the Contractor by the ODR, ODSR or the A/E should be confirmed in writing prior to the Contractor proceeding with the direction.
- 2.5 All Project correspondence shall include the Project Number and Name in the title or reference.
- 2.6 All correspondence originated by the Contractor should include simultaneous copies to the ODSR and the A/E. Such correspondence that involves changes, or proposed changes, to the scope, cost or time for the Work, or any dispute or potential dispute, should also include copies to the ODR.
- 2.7 All subcontractor correspondence to either the Owner or the A/E shall be routed through the Contractor.
- 2.8 All subcontractor Requests for Information (RFIs) shall be submitted by and under cover of the Contractor, who is to carefully review and ensure the completeness and appropriateness of the question prior to submission. The Contractor should sequentially number each RFI and submit them directly to the A/E, with copies to the ODSR. The Contractor and A/E will maintain separate RFI logs.
- 2.9 The preparation and handling of Pay Applications, Request for Information, Change Proposals, Submittals, etc. are to be processed as discussed in the Pre-Construction Conference meeting.

3. Project Changes (see UGC 9.1, 9.3.3.3, 9.6.2.2 and Article 11)

- 3.1 All changes to the Contract involving scope, cost, or time will be issued on either a written Contingency Expenditure Authorization (CEA) or the standard Houston Community College (HCC) Change Order form. The determination of whether changes in the Work are funded from the Owner's Construction Contingency or by Change Order is at the Owner's sole discretion. Such CEAs or Change Orders are valid only if signed by either the Chancellor of HCC or by the Executive Director for Construction Administration. A single CEA or Change Order may include several different change issues and they will not be required to be related to each other.
- 3.2 Prior to issuing a CEA or Change Order, the Owner must have received from the Contractor a Change Order Proposal that is complete in its description of the changes in scope and its detailed presentation of cost and time implications of the proposed change.

If the Owner and Contractor do not agree on the implications of a proposed change, they will meet and discuss and resolve their differences prior to proceeding with the changes to the Work.

- 3.2.1 The Contractor shall summarize all costs for each change at each level of subcontractor and supplier by preparing a "Cost Analysis", and shall provide each subcontractor's cost summary as backup. Additional support documentation from both the Contractor and its subcontractors is encouraged.
 - 3.2.2 Where the Contractor believes it is entitled to a time extension, it shall so state as part of its response to the Change Proposal, including a justification for such request. Time extensions will be granted only if a Change Order Proposal affects the activities on the Critical Path of the Owner approved Project Schedule (i.e., when the work impacts the "Contract Substantial Completion Date").
 - 3.2.3 If the Owner and Contractor cannot mutually agree upon a fair and reasonable cost and time settlement, the Owner may: 1) Reject the quotation and void the Change Order Proposal, 2) Issue instruction to the Contractor to proceed on a time and material basis for a price to be determined later not to exceed a fixed maximum dollar and time, or 3) Issue a Construction Change Directive.
 - 3.2.4 The Owner may issue Field Orders directly to the Contractor for minor changes to the contract, which can be negotiated in the field. Pricing backup shall be the same as a Change Order Proposal and is to be outlined as noted above. Once the Owner and the Contractor have signed the Field Order, the work is authorized and the Field Order will be included in the next CEA or Change Order.
- 3.3 Any funds remaining in the Owner's Construction Contingency at the completion of the Project belong to the Owner and shall be credited to the Owner by deductive Change Order.

4. Liquidated Damages (see UGC 9.11, 12.1.4 and 25.2)

If assessed, liquidated damages will be withheld from progress payments beginning with the first payment after the Contract substantial completion deadline and until all work of the contract is complete. The amount assessed shall be deducted from the contract price through a written Change Order.

5. Site Use Issues

- 5.1 The Contractor is responsible for the actions of its entire work force, including Subcontractor and Supplier employees, whenever they are on the campus. Harassment of any kind toward any person will not be tolerated. Offending workers will be removed from the project immediately and permanently. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. Any offending worker or employee will be removed.
- 5.2 The Contractor shall provide and submit a program plan for worker orientation, identification and control of access to the site and for managing personnel records, including payroll records. All workers on the project shall participate in this program before beginning work of the project. This plan shall include, as a minimum:
 - 5.2.1 Employee identification badges with a photo of the employee, the employer and employees' name. Badges shall be provided for all employees and produced by a system on site. This identification shall be worn at all times while on the project

site. Lack of an ID badge shall be grounds for removal from the project until the badge is produced.

- 5.2.2 Identification badges for workers, busing of workers from remote parking lots, frequent written and verbal reminders to the work force of appropriate behavior and avoidance of campus facilities and publication of acceptable access and egress routes from the work site are all minimum requirements of the plan.

6. Shop Drawings and Submittals (see UGC 8.3)

- 6.1 Refer to the UGC for requirements not identified in this section.
- 6.2 The Contractor shall assign an identifying number to each submittal following a format to be established at the Pre-Construction Conference. The same number with a numerical or alphabetical suffix will be used to identify re-submittals.
- 6.3 The burden of timeliness to complete the submittal process is on the Contractor. The Contractor shall allow sufficient time within the construction schedule for the A/E and Owner to review and approve all submittals, including time for all re-submittals on any unaccepted/rejected submittal.
- 6.4 Any deviation from the Construction Documents shall be conspicuously noted on the submittal and the transmittal cover sheet. Failure to so note deviations will void any action taken on the submittal.
- 6.5 All manufacturers' data contained within the submittal shall have all inapplicable features crossed out or deleted in a manner that will clearly indicate exactly what is to be furnished.
- 6.6 Equipment of larger sizes than shown, even though of a specified manufacturer, will not be acceptable unless it can be demonstrated that ample space exists for proper installation, operations and maintenance.
- 6.7 The Owner will not be responsible for payment of any item that has not been submitted and approved through the established submittal process. **(UGC 10.5.1.4)**
- 6.8 The exact number of submittal copies required for distribution will be determined at the Pre-Construction Conference. The Contractor shall anticipate providing a minimum of four (4) copies of each submittal in addition to those needed by the Contractor and its subcontractors. Two (2) of the approved copies will be returned to the Contractor and one (1) shall be set aside for subsequent turn over to Owner at Project Closeout.

7. Substitution of Materials, Labor and Equipment (see UGC 8.3.5 and 010000 paragraph 17)

- 7.1 Refer to the UGC for requirements not identified in this section.
- 7.2 The specified products referenced in the Construction Documents establish minimum qualities for which substitutions shall at least equal to be considered acceptable. The burden of proof of equality rests with the Contractor. The Owner retains sole authority for acceptance of substitutions.
- 7.3 All substitutions shall be submitted with ninety (90) days of the Notice to Proceed for Construction and be clearly marked as such on the transmittal cover sheet for the submittal.
- 7.4 The Contractor shall allow a minimum of four (4) weeks for review of each substitution by the A/E and/or Owner in addition to the requirements identified in Section 7.3 above.

- 7.5 When requested by the A/E, the Contractor shall provide a sample of the proposed substitution item. In some cases, samples of both the specified item and the proposed item shall be required for comparison purposes.
- 7.6 Acceptance of materials and equipment will be based on the supplier/manufacturer's published data and will be tentative subject to submission of complete shop drawings and/or specifications indicating compliance with the Construction Documents. Acceptance of materials and/or equipment under this provision shall not be construed as authorizing any deviation from the Construction Documents, unless specifically directed in writing from the A/E.
- 7.7 Any and all additional costs or time resulting from the acceptance or rejection of any substitution shall be the sole responsibility of the Contractor. These include costs that are not presented at the time of the substitution request and those costs that become known after the approval of the substitution. This includes direct as well as indirect costs.
- 7.8 If a substitution is accepted, and the substitute proves defective, or otherwise unsatisfactory as determined by the Owner for the service intended within the warranty period, the substitute shall be replaced with the material or equipment specified in the Construction Documents, or as approved by the Owner, at no additional cost to the Owner.

8. Allowances

- 8.1 Allowances shall include:
 - Cost of materials to Contractor.
 - Delivery to project site; handling, storage and installation at project site.
 - Protection, security, including insurance.
- 8.2 At contract closeout, monies remaining in any allowance line item will be credited to the Owner by Change Order.

9. Alternates

- 9.1 Alternates will be exercised and added to the proposed contract sum at the option of the Owner.
- 9.2 For any or all additive alternates selected or otherwise approved for addition to the contract sum by the Owner, the Contractor shall coordinate all related work and modify the surrounding work as required to complete the work, including changes under each alternate, only if acceptance is designated in the contract.

10. Unit Prices (see UGC 11.2)

The Contractor shall provide unit prices for specific portions of the work identified by the Owner during the pre-bid process. Unit pricing shall include all costs of materials, including, but not limited to shipping, and their related labor cost, including, but not limited to all appropriate burdens and markups.

11. Applications for Payment (see UGC Article 10 and 12.3)

- 11.1 Such requests shall be presented on (AIA) style G702 & G703 Pay Application forms. The G702 & G703 forms which may be supplemented with columnar continuation sheets shall separately identify each update to the original contract or GMP amounts.

- 11.2 The Contractor's project accounting records shall be kept on the basis of generally accepted accounting principles in accordance with cost accounting standards issued by the Federal Office of Management and Budget Cost Accounting Standards Board and organized by each pay request period.
- 11.3 Prior to the submission of the initial Application for Payment the Contractor shall submit the following documents to the A/E, Project Manager and Owner for review:
 - 11.3.1 Contract Price of GMP Schedule of Values: A single document itemizing the breakdown of the Contract Price/GMP, including general conditions, contingencies and allowances shall be submitted using HCC standard Schedule of Values format. The Contractor shall submit a draft breakdown and such submittal shall be a condition precedent to the processing of the first pay application. The Contractor shall submit subsequent draft copies of the Schedule of Values no later than five (5) working days prior to formal submission of each monthly pay request.
 - 11.3.1.1 The breakdown shall follow the trade divisions of the specifications.
 - 11.3.1.2 No adjustment to the original detailed breakdown of the contract line item shall be made once accepted by the Owner and A/E, unless such adjustment is directed by the Owner in writing.
 - 11.3.1.3 Construction Manager at Risk or Design-Builders will be allowed to reallocate among General Conditions line items after consultation with, and written agreement from the Owner. In the event the contractual limits on General Condition's costs are exceeded, the overruns shall be subtracted from the Fee.
 - 11.3.2 The Contractor shall not use subcontractor invoices/pay applications in lieu of a single Schedule of Values from the Contractor.
 - 11.3.3 The breakdown shall anticipate future CEAs and Change Orders and make provisions for incorporating all changes into the breakdown listing. If issued, CEAs and Change Orders shall be identified separately and shall itemize the GMP, CEAs, Change Orders, Change Proposals and/or Field Orders, which are incorporated into each CEA or Change Order for payment on a line-item basis. Contracts with Guaranteed Maximum Price proposals shall repeat the process outlined in this section every time a subcontract is added to the monthly Schedule of Values for payment.
 - 11.3.4 Submission and approval of Construction Staging Plans, Parking Plans, Quality Control Plans and Trenching Plans are a prerequisite for starting Work at the site and for receiving the first monthly partial payment.
- 11.4 At a minimum, the Contractor shall provide attachments to each month's payment request as follows:
 - 11.4.1 One copy of the monthly Small Business Progress Assessment reports.
 - 11.4.2 One copy of the updated Submittal Schedule.
 - 11.4.3 One copy of all invoices required by the contract.
 - 11.4.4 One copy of the certified wage rate notification form for each member of the workforce not previously submitted.
 - 11.4.5 One copy of the updated RFI and ASI logs.

- 11.4.6 One copy of the updated Work Progress Schedule as specified herein.
- 11.5 All regular monthly applications for payment shall be submitted to the Owner, Project Manager and A/E for review and approval in draft form no less than five working days prior to the formal submission. The Contractor shall be prepared to review the draft copy at the project site, or at such other location as may be agreed to by the parties. Failure to comply with the requirements outlined in this section shall relieve the Owner from its obligation to make payments on any/all line items until the Contractor meets all requirements.
- 11.5.1 Payments cannot exceed the contract, work in-place, or subcontract amounts as noted on the Schedule of Values line items.
- 11.5.2 All as-built drawings shall be up to date and available for review by the A/E and Owner.
- 11.5.3 When requesting payment for materials stored off site, all such materials shall be specifically identified, including supporting documentation, photos and insurance. The Contractor should be available to escort the Owner to visit and personally verify the stored materials in a physically separated and secure area.
- 11.6 Request for payments in association with release of, or reduction in retainage, or completion of work have additional requirements outlined in the UGC.

12. Procurement of Subcontracts (Applies to Construction Manager at Risk and Design-Build Contracts Only)

- 12.1 The Construction Manager at Risk (CM) or Design/Build Contract (DB) shall provide a written Bid/Proposal Package Strategy (B/PPS) for procuring subcontracts including self-performance work (other than General Conditions), prior to the approval of the Guaranteed Maximum Price, but no later than twenty calendar days prior to the first advertisement for subcontractor proposals. The B/PPS shall be a written plan submitted to, and reviewed and approved by the Owner.
- 12.1.1 The plan shall identify bid packages that are most advantageous to the Project and align with the CM/DB's HCC SB Good Faith Effort by providing at least three qualified respondents for each package (including CM/DB). Each bid package shall include the UGC, Owner's Division 1 Specifications, Drawings and Specifications and any other HCC requirements included in the CM/DB Contract pertaining to the scope of work covered in the packages.
- 12.1.2 The B/PPS shall include the following for each bid package contemplated:
- Anticipated scope of work to be procured;
 - A current Work Progress Schedule;
 - Anticipated selection criteria and questions;
 - Self-perform work proposals to be submitted by the CM/DB;
 - Proposed advertising dates;
 - Proposed pre-proposal meeting(s) dates;
 - Proposed receipt, review and award dates;
 - Anticipated notice to proceed dates.
- 12.2 The CM/DB shall update the B/PPS monthly at a minimum, as conditions change, or as proposed dates are revised.

- 12.3 Per the Texas Government Code Sections 2267.255: “A Construction Manager at-Risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions.” The CM may seek to perform portions of the work itself by submitting bids or proposals in the same manner as **and prior to** all other trade or subcontractors, and if the Owner determines that the CM’s bid or proposal provides the best value to the Owner.
- 12.4 The goal of the Project Team shall be to have all work procured through advertised competitive proposals, however, if a “minor procurement” condition arises during the process, the following procurement guidelines may be used by the CM/DB, with Owner approval, for procurement of work: Less than \$5,000.00 No requirements; Between \$5,000.01 to \$50,000.00 Obtain two solicitations Greater than \$50,000.00 Advertised competitive proposals as required by Texas Government Code Section 2267.255 If the CM does not receive at least two competitive proposals on procurements over \$50,000.00, or the Owner does not receive at least three competitive proposals on packages for which the CM seeks to self-perform, the Owner may require that the CM re-package the scope and reissue the proposal without additional cost to the Owner, or delay to the project “Substantial Completion” date. This solicitation requirement does not pertain to Change Orders to existing subcontracts.
- 12.5 Work shall be divided into reasonable lots; however, material and labor acquired through purchase order/vendor type contracts are subject to the entire project (i.e. Concrete material shall be procured as a unit price time an estimated total project quantity provided by the CM/DB to equal a total construction cost). Work shall not be incrementally divided for the purpose of circumventing the procurement guidelines of 12.4 above.
- 12.6 The CM/DB may establish selection criteria for each phase of work for review and approval by the Project Team. Criteria shall be qualifications based and consistent with the information needed by the CM/DB to make a proper evaluation and selection. The CM/DB shall establish a selection matrix including cost, criteria, weighting and ranking procedures for evaluation and work with the Project Team to tailor the selection criteria to be project and scope specific to ensure the questions are proper and relevant to the goals of the project.
- 12.6.1 The CM/DB shall establish clear criteria and questions so that those reading the Request for Proposals will understand how they will be evaluated.
- 12.6.2 If criteria are not included in the advertisement for proposals, the proposal shall be considered a lump sum bid, and the CM/DB shall award the work to the lowest qualified, responsive bidder.
- 12.6.3 After selection criteria have been established, the CM/DB shall publicly advertise the work in general circulations and trade associations as required by law. This advertisement shall included, at a minimum, the following:
- HCC Project Number and Project Name;
 - Institution/Campus name;
 - CM/DB name and address;
 - CM/DB contract name and phone number;
 - Location for viewing of plans and specifications;
 - Date, time and location of Pre-proposal meeting(s);
 - Date, time deadlines(s), and location for receiving proposals;

- Instruction to respondents for submitting proposals;
 - Selection criteria, questions and submittal requirements.
- 12.7 At the time and location identified in the advertisement, the CM/DB shall hold a Pre-proposal meeting(s) for all potential subcontractors with the Project Team and Owner present. The CM/DB shall review the following at a minimum:
- The general scope of the project and specific scope of work included in this package;
 - Instructions to respondents for submitting proposals;
 - Selection criteria and questions;
 - Small Business Program Requirements;
 - Project safety requirements;
 - Project schedule requirements;
 - Payment procedures and requirements, including retainage;
 - Commissioning and Close-out requirements.
- 12.8 If the CM/DB identifies any self-performance in the B/PPS (work to be performed by its own employees), the CM/DB shall submit a proposal to the Owner at least 24 hours before the advertised time and location in a manner so as not to compromise the competitive process.
- 12.9 The CM/DB shall accept all proposals at the advertised location until the advertised deadline. Upon receipt, the Owner shall be allowed to review the proposal and confirm the time and date received. Any proposals received after the deadline shall not be considered by the CM/DB, and shall be returned to the respondent unopened. Fax proposals shall not be accepted unless the ODR, prior to the initial advertisement for proposals, approves a detailed plan by the CM/DB for proper care and custody.
- 12.10 After compiling, reviewing and verifying the costs and scope associated with all proposals, the CM/DB shall provide a “bid tabulation” matrix and a proposed Schedule of Values for review by the project team.
- 12.10.1 The bid tabulation matrix shall compare all equivalent scope proposals to the CM/DB’s estimate.
 - 12.10.2 Each matrix shall indicate the CM/DB estimate(s) for each scope of work and identify the respective cost savings/over-runs.
 - 12.10.3 The CM/DB may use values/quantities from its own estimate to provide full scope comparisons between each respondent, however, these “plug” numbers shall be clearly identified in the matrix to the Project Team and be used only to compare various proposals.
 - 12.10.4 The proposed updated Schedule of Values shall summarize all executed and recommended “best value” subcontracts to provide a current status of the Guaranteed Maximum Price Proposal.
 - 12.10.5 Once the proposals are compiled into a bid tabulation matrix and the proposed Schedule of Values has been updated, the CM/DB shall request a meeting with the Project Team to review the proposals.
- 12.11 The CM/DB shall lead the proposal review meeting and identify any exclusions or conditions, identify any non-qualifying respondents and any other problems that may have occurred during the process.
- 12.11.1 The CM/DB shall confirm that the respondents are qualified, meet the established selection criteria, and identify the amount of the proposals.

- 12.11.2 The CM/DB shall identify the “best values” and the current status of the buyout savings to the project team. If the “best value” causes the CM/DB to exceed the Cost of Work line item, including contingencies in the GMP the CM/DB shall acknowledge that the overage will be deducted from the CM/DB’s Construction Phase Fee.
- 12.12 Once the “best value” respondent has been identified by the CM/DB, without exception by the Owner, the CM/DB shall finalize negotiations with the selected “best value” respondent. If the CM/DB is unsuccessful in its negotiations with the selected respondent, the CM/DB shall notify the ODR that it intends to begin negotiations with the second “best value” and report the cost implications to the Schedule of Values. Once negotiations are successfully completed the CM/DB shall notify the Owner in writing that it intends to write a subcontract to the selected “best value” respondent and identify the bid package number, value of the contract, along with any changes from the bid day value, changes in scope, report the current status of the GMP identifying the current savings/overages and provided a copy of the executed subcontract or purchase order prior to any request for payment by the CM/DB for applicable work.
- 12.13 The Owner reserves the right to object to the “best value” identified by the CM/DB and may conduct an evaluation of the selection process. If after evaluation the Owner disagrees with the CM/DB “best value” recommendation, the Owner may instruct the CM/DB to re-bid the scope of work or use the Owner’s “best value” selection. If the value of the Owner’s selection causes an increase in the Guaranteed Maximum Price, the increase will be the responsibility of the Owner.
- 12.14 The process identified in this section shall be repeated for each bid package until the project is entirely awarded to trade contractors or subcontractors, self-performed by the CM or self-performed by Owner and removed from the CM’s scope by deductive Change Order.

13. Contractor Daily Reports

The Contractor shall provide the Owner and Project Manager with a report detailing its daily activities on the Project in a format acceptable to the Owner. All tests performed by the Contractor are to be attached to these daily reports. All work reports required of subcontractors shall be attached to the Contractor’s daily report. As a minimum, the report shall include the following information as it relates to the day’s activities on site: subcontractors on site, equipment on site, areas of work, type of work performed, materials received, tests performed, any injuries or accidents, any oral instructions received from the Owner, Project Manager or A/E, any material damage, any change in supervisory personnel and anything that might impact the projects quality or schedule. These reports shall be submitted to the Owner and Project Manager on a daily basis. Not receiving these reports in a timely manner may be grounds for the Owner withholding payments until they are submitted.

14. As-Built Drawings and Record Drawings (see UGC 10.3 and 11.4)

- 14.1 One copy of all record documents shall be kept up to date and available at the Project Site. “As-Built” drawings, specifications, detail manuals, and submittals shall be continuously annotated by the Contractor to reflect actual record field conditions, addenda, issuance of all Change Orders and clarifications, and actual dimensional records

for underground and all other services. One copy of all approved submittals and material selections shall also be kept available.

- 14.2 Maintenance of current documentation by the Contractor is required in order to process pay applications. The Owner, Project Manager and A/E will review the status of such documentation monthly, at a minimum. Also refer to the Commissioning Procedures and Project Close-out Procedures for detailed instructions on As-Built drawings and specifications.

15. Utility Outages

- 15.1 The Contractor shall notify the Owner, in writing, of any planned utility outages ten business days in advance of the anticipated outage date. The notice shall identify the utility(s) to be shutdown, the anticipated duration of the outage and the subcontractor responsible for initiating and terminating the outage. The Owner has final authority to approve or disapprove of the requested outage date and time.
- 15.2 A standard form for processing a request for utility shutdown or any other disruption shall be provided by the Owner at the Pre-Construction Conference. The Contractor shall utilize this form, with attachments as necessary, in requesting an outage.

16. Coordination of Space (see UGC section 3.3 and 3.3.6.2 in particular)

- 16.1 The Contractor and subcontractors should coordinate the use of Project space and sequence of installation of mechanical, electrical, plumbing, HVAC and Communications work which is indicated diagrammatically on the drawings. The Contractor and subcontractors should follow routing shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space. The Contractor and subcontractors should utilize space efficiently to maximize accessibility for other and future installations, maintenance and repairs. Making adjustments due to field conditions is considered a part of the work.
- 16.2 Within finished areas all pipes, ducts and wiring should be concealed, unless otherwise directed in the plans and specifications. The Contractor and subcontractors should coordinate locations of fixtures and outlets with finish elements.
- 16.3 The Contractor and subcontractors should verify that mechanical and electrical controls, valves, cut-offs, cleanouts, switches and other items are located in such a manner as to make them readily accessible to the user.
- 16.4 In no case shall locations of equipment be established by scaling the drawings. In the event exact dimensions are not provided with the drawings either supplemental instructions should be obtained from the A/E, or approval of placement from the Owner, should be obtained prior to final placement.
- 16.5 All work should be arranged in a neat and orderly manner while maximizing clearances.
- 16.6 All operating system components which will be approved through the submittal process should be reviewed prior to submittal to confirm there is physically adequate space to accommodate the device.

17. Repair of Damage (see UGC 3.3.11.3)

The Contractor shall be responsible for any loss or damage caused by Contractor, his workers or his subcontractors, to the Work, materials stored on site, to tools and equipment, to adjacent property and to persons. The Contractor shall make good any loss,

damage or injury at Contractor's own expense and take particular care to protect adjacent buildings, utilities, landscape and lawn sprinkler systems.

18. Deliveries

- 18.1 The Owner will not accept delivery of products and materials bound for the Contractor. The Owner will not be responsible for material losses, or make arrangements to have someone present for acceptance of deliveries.
- 18.2 The name and address of Owner shall not be used for delivery of materials and equipment.
- 18.3 The Contractor should make arrangements for deliveries in accordance with construction schedules and in ample time to facilitate inspection prior to installation without causing delay to the project.

19. Protection of Utilities, Etc. (see UGC 3.3.11.3)

The Contractor and all subcontractors and vendors should take precaution to protect and leave intact the streets, site and work previously accomplished, including buildings, streets, utility poles, fire hydrants, utility lines, catch basins and storm drainage systems.

Section 013200 Project Planning and Scheduling (see UGC Article 9)

1. Definitions:

- 1.1 Project Schedule (a.k.a. Work Progress Schedule) – the schedule developed, monitored Construction phases of the project.
- 1.2 Project Team – refers to the Owner, Architect/Engineer (A/E), Design Consultants, Users, Contractor and Subcontractors that are contracted and/or specifically assigned to the Project.
- 1.3 Work Day – refers to a day in which work is planned, excluding weekends and legally recognized state holidays.
- 1.4 Critical Path – is the sequence of activities that determines the longest duration for the project when the Total Float is equal to, or less than zero.
- 1.5 Total Float – the number of days an activity on the longest path can be delayed without delaying the Substantial Completion Date. Total float should not be shown as a single activity, but rather the relationship between the early and late finish dates or early and late start dates of each activity.

2. Purpose

- 2.1 Time is an essential part of this contract. Therefore, the timely and successful completion of the Work requires careful planning and scheduling of all activities inherent in the completion of the project.
- 2.2 The Contractor shall participate with the Owner and A/E in a project planning workshop promptly upon execution of the contract unless specified differently in the Construction Documents. The Schedule shall be coordinated with the Contract Price Breakdown, or Schedule of Values, and shall include all significant procurement actions (including long lead time delivery items and related approval activities), all work placement activities (including start and completion dates), identification of the timing of overhead inspections, system startup and commissioning activities, pre-final and final inspections, and punch list corrections as a minimum.

- 2.3 Acceptance of the Project Schedule; or any subsequent update thereof, by the Owner is for format and extent of detail of the Project Schedule only. Such “acceptance” does not indicate approval of the Contractor’s means or methods, or of any change to the contract terms including without limitation any required contract milestones.
- 2.4 The Project Schedule shall be developed with a certain amount of float time. This float, which shall be no less than ten percent of the total duration of the project, shall be presented in a format which facilitates reporting of progress and trends and can be used to identify risk and opportunities, project upcoming activities and forecast project milestones.
- 2.5 The Owner must be able to reasonably rely on the Contractor’s Project Schedule in order to make accurate commitments to the Project Team, campus administration and other parties as necessary.

3. Contractor Responsibilities

- 3.1 The Contractor is responsible for planning, managing, coordinating and scheduling all activities from a Notice to Proceed to Final Completion of the project within the time allotted by the contract.
- 3.2 The Contractor is responsible for keeping the Owner and Project Team fully informed of schedule status and upcoming activities throughout the project.
- 3.3 The Contractor’s Pre-Construction and Construction project management personnel shall actively participate in the planning and development of the Project Schedule and shall be prepared to review such development and progress with the Owner, A/E and any other members of the Project Team so the planned sequences and procedures are clearly understood by all parties.
- 3.4 The Contractor is to plan for appropriate activity durations to allow for thorough review, procurement, submittal, installation, inspection, testing and commissioning of all work in order to confirm compliance with the project plans and specifications.

4. Schedule Development Requirements

- 4.1 Appropriate logic relationships must be in place and complete, while the Project Schedule shall be free of any mandatory and/or late finish constraints, except for the Substantial Completion Date.
- 4.2 The estimated activity duration of an activity shall be expressed in workdays only.
- 4.3 During Pre-Construction Services, the Project Team will establish the maximum duration for every activity included in the schedule.
- 4.4 The Project Schedule should be coordinated with the Contractor’s Submittal Schedule and Schedule of Values.

5. Planning and Scheduling Workshop

- 5.1 Within fifteen calendar days after the Notice of Proceed is issued the Contractor will conduct a Planning and Scheduling Workshop with the Contractor’s Project Manager, Superintendent, the Owner, A/E, Project Manager, User Representative and any available subcontractors prior to submitting the initial Project Schedule to the Owner.
- 5.2 Two separate Planning and Scheduling Workshops should be held with the aforementioned parties prior to the Contractor submitting the baseline Preconstruction Project Schedule.
- 5.3 The baseline schedule shall be submitted within 10 workdays after the Planning and Scheduling Workshops are complete.

6. Construction Phase Baseline Schedule Submittal

- 6.1 The Baseline Project Schedule shall be submitted to the Owner with the required Total Float and a current data date (within five days of the date of submission). The Baseline Schedule will be updated within ten days of the date when each subcontractor is procured and brought on to the project.
- 6.2 Once the full scope of the Project has been approved (i.e. the last stage GMP Change Order has been executed), the Project Manager shall coordinate with the Owner to reset the Baseline Project Schedule.
- 6.3 The Owner reserves the right to withhold any and all payments related to the Project Schedule and/or General Conditions if a Baseline Project Schedule is not submitted, or is not acceptable to the Owner.
- 6.4 The Project Schedule shall be presented in a graphic time-scaled view including all activities, early start and finish dates, estimated durations and total float, sorted by early start.

7. Updating the Project Schedule

- 7.1 Once the Baseline Project Schedule has been accepted, the Project Manager shall update the Project Schedule on at least a monthly basis and submit the updated Project Schedule with the draft application for payment.
- 7.2 Project Schedule updates shall be based on actual work progress, current logic and remaining durations.
- 7.3 Total Float is intended to be used proportionally with the duration of the project; therefore, there should be no remaining Total Float at the actual Substantial Completion Date.

8. Excusable Delays and Time Extensions

- 8.1 Excusable delays shall be administered per the UGC.
- 8.2 If an excusable delay extends the Contract Substantial Completion Date, the ODR may extend the contract time by the number of excusable calendar days lost on the Project Schedule, or take other actions as appropriate under the terms of the contract.
 - 8.2.1 Any Change Order Proposal that the Contractor claims, or will claim, justifies an extension of contract time must contain the information necessary to justify the time extension.
 - 8.2.2 Change Order Proposals that do not affect the Critical Path for the Project and delay the Substantial Completion Date, or does not include a request for additional time prior to approval by the ODR, shall not be due a time extension.
- 8.3 Once the ODR accepts a time extension, and authorizes the Contractor to proceed with the contract change, the proposed revision shall be incorporated in the Project Schedule.

Section 013220 Photographic Documentation

1. Photographic Media

- 1.1 Digital Images: Provide images in uncompressed TIFF format produced with a minimum 4.0 mega pixels and image resolution of not less than 1024 by 768 pixels.
- 1.2 Videotape Format: Provide high-quality ½" VHS color videotape in full size cassettes, 90 minutes long.

2. Construction Photographs

- 2.1 Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the work. Photos with blurry or out-of-focus areas will not be accepted.
 - 2.2 Maintain key plan with each set of construction photos that identifies each photo location.
 - 2.3 Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 2.4 Date and Time: Include date and time filename for each image.
 - 2.5 Preconstruction Photos: Before commencement of work on the project take digital photos of the project site and surrounding properties, including existing items to remain during construction, for different vantage points.
 - 2.6 Take photos to show existing conditions adjacent to the project site.
- 3. Construction Videos - Preconstruction Videotapes:** Before starting construction on the project site prepare a video recording of the site and surrounding properties from different vantage points. Show existing conditions of the site and adjacent buildings. Show protection efforts by Contractor including, but not limited to, tree protection and storm water controls.

Section 013520 LEED Requirements (If LEED PROJECT)

1. Definitions - LEED – Leadership in Energy and Environmental Design.

2. Submittals

The Contractor shall provide preliminary submittals of its LEED Action Plan, indicating how the Owner’s requirements will be met, within thirty days after the Start date established by the Notice to Proceed. Submit additional LEED submittals required by other specification sections.

3. Quality Assurance

LEED Coordinator: Engage an experienced LEED-Accredited Professional to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.

Section 013523 Project Safety Requirements (see UGC Article 7)

1. Purpose

- 1.1 The Contractor shall bear overall responsibility for all aspects of safety at the project.
- 1.2 The Contractor shall, at all times, provide adequate resources, equipment, training and documentation to:
 - 1.2.1 Assure compliance with all applicable regulatory and contract requirements.
 - 1.2.2 Assure a safe work environment at the Project.
 - 1.2.3 Instill a culture for safe behavior in all supervisors and workers.
 - 1.2.4 Ensure a universal understanding that safety and health issues take precedence over all other considerations at the Project.
- 1.3 The Contractor and every subcontractor shall comply with the requirements of this section and all Federal, State, and local statutes, standards, and regulations. In any circumstance where this Section differs from, or is in conflict with any statutory requirement, the more stringent shall apply.

- 1.4 The Owner reserves the right to have any manager, supervisor or worker removed from the project for disregarding the Project's safety requirements.
- 1.5 The Owner reserves the right to deduct from the contract any safety related expenses that the Owner incurs as a result of the Contractor's, or any subcontractor's, failure to comply with the requirements of this section.
- 1.6 The Owner will deny requests for time extensions and/or monetary considerations whenever the Owner intercedes on behalf of safety compliance as a result of Contractor failure to act as required by the contract.

2. Contractor's Project Safety Coordinator (PSC)

- 2.1 The Contractor shall provide a Project Safety Coordinator, who shall be responsible for safety training, inspections, investigations, record keeping, reporting, incident response, and claims management, and shall serve as the technical advisor to the Contractor's Project staff for all safety issues.
- 2.2 If the contract value is less than \$3,000,000 the Contractor's project superintendent may perform these duties. If the contract value exceeds \$3,000,000 the Contractor shall furnish a construction safety specialist.

3. Subcontractors' Project Safety Representative (PSR)

Every subcontractor shall identify one employee to be its Project Safety Representative who will be on-site during all the subcontractor's activities and will participate in all training activities, audits, etc. related to the safety program.

- 3.1 The PSR shall attend all safety meetings while the company is actively performing work at the project and shall be responsible for reporting all incidents to the PSC.
- 3.2 The PSR shall transport or accompany any injured co-worker that requires medical attention at facilities outside the project.
- 3.3 The PSR shall be responsible for either conducting or making arrangements for all training, equipment and materials that workers need to perform their duties in the safest possible manner.

4. Project Safety Program

- 4.1 The Contractor shall develop a written, site specific, safety program. It shall be printed in English and an initial draft shall be submitted to the Owner for review and comment as a prerequisite to issuance of the Notice to Proceed with construction services'
- 4.2 The Contractor shall incorporate Owner comments into a final draft which shall be resubmitted to the Owner for concurrence.

5. Personal Protective Equipment (PPE)

- 5.1 PPE shall be required for all workers in construction areas. The followings items shall be furnished, inspected, and maintained by the employer. The Contractor shall maintain an adequate inventory to furnish these items for five Owner representatives who may visit the project from time to time:
 - 5.1.2 Hard Hats (safety helmets): shall be ANSI stamped (Z89.1-1997, Type I, Class E, G and C and be worn at all times while in the construction areas.
 - 5.1.3 Eye protection (safety glasses): shall be ANSI stamped Z87. If a worker wears prescription glasses (plastic lenses only) that are marked Z87, the employer shall furnish goggles or safety glasses that are designed to fit over another pair of glasses and be worn at all times while in the construction areas.
 - 5.1.4 Vests shall be at a minimum a Class II reflective traffic vests and be worn at all times while in the construction areas.

5.1.5 Hand protection, Hearing Protection, Respiratory Protection, Fall Arrest Equipment, Other PPE: shall all be furnished as required to comply with OSHA Standards.

6. Medical Equipment - The Contractor shall maintain at least one first aid kit on the project site at all times per ANSI Z308.1.

7. Certifications

Supervisors, Competent Persons, Equipment and Crane Operators, and Emergency Responders shall all be identified in lists submitted by employers to the PSC prior to commencement of work. In addition to lists, the employers shall include copies of all available training certificates or formal documentation to support the declared positions. For all operations that require a “competent person” (per OSHA definition), the PSC shall maintain a project file containing the transmittals from each employer naming each person declared to be competent for each operation. For operations requiring independent certification, a copy of the certificates shall be attached.

8. Project Safety Signs and Posters

- 8.1 The Contractor shall post safety regulation signs at every point of entry to the project in English and Spanish. The content of the sign should at a minimum indicate that visitors are required to check in at the project office, persons entering the construction area must be appropriately attired, no weapons, tobacco, alcohol, controlled substances and related paraphernalia may be brought onto the premises, a posted speed limit will be identified and copies of the MSDS sheets are available at the project office.
- 8.2 The Contractor shall post emergency contacts and notification, including phone numbers, notification of insurance carrier for Worker’s Compensation Coverage and any and all other required State and Federal postings.

9. Project Safety Training and Meetings

- 9.1 Within fifteen days of the issuance of the Notice to Proceed the Contractor shall hold the initial safety meeting and all Project Team members are strongly encouraged to participate.
- 9.2 The PSC shall present orientation training to every person who is to be allowed into the construction area without an escort. A translator shall be present when there are workers in attendance who do not speak English.
- 9.3 The PSC shall maintain a site safety orientation log signed by all persons receiving safety training.
- 9.4 Project safety meetings will be held on a weekly basis and will be chaired by the PSC and attended by all companies’ PSRs who are currently on site. The topics of discussion should focus on safety and loss control issues.
- 9.5 “Tool Box Talks” shall be conducted on a weekly basis by each PSR and will cover safety issues related to upcoming work, current site conditions and review of any recent incidents.
- 9.6 Special task training should occur when new equipment or non-routine activities are scheduled.

10. Safety Inspections

- 10.1 Daily – The PSC shall observe work operations in all areas of the project and note any violations in the daily progress reports.

- 10.2 Weekly – A comprehensive safety inspection shall be conducted by the PSC and each PSR for their respective work areas. A written record of the observations and recommended corrections should be made and placed in the project files.
 - 10.3 Quarterly – The PSC shall facilitate an inspection which shall include, but not be limited to the following: fall arrest equipment, fire extinguishers, rigging, ladders, hand tools, power tools, cords, welding leads, hoses, alarms, respirators, ground fault circuit interrupters, first aid stations, eye wash stations, and emergency rescue equipment.
 - 10.4 Semi-annually – The PSC shall facilitate an inspection of all hoists, cranes, mobile equipment, motorized lift platforms, stages, generators and compressors to assure proper operational condition.
 - 10.5 The PSC shall notify the Owner within one hour of the arrival at the project site by any representative of a regulatory agency and provide the Owner with a copy of any published findings or citations issued to any employer and shall ensure that statutory posting requirements are met.
- 11. Records and Reports** - The PSC shall prepare a written report for each incident that involves any injury that may not be resolved by first aid response and/or each incident that involves damage to property or equipment. The report should contain a list of factual details that created the incident, the responsive actions that occurred during and immediately following the incident and recommendations for modifications to prevent repetition of the incident. A copy of the report should be submitted to the Owner within 24 hours of the incident.
- 12. Construction Operations**
- 12.1 Cranes
 - 12.1.1 Tower cranes and related power supply equipment shall be surrounded by at least an eight foot high, 5/8” plywood enclosure with lock controlled entrance.
 - 12.1.2 Operators of cranes, derricks and/or hoisting equipment shall possess certification from a nationally accredited training organization.
 - 12.2 Demolition - Safe egress paths and barrier isolation of impacted areas shall be monitored and maintained to prevent entry by other trades and members of the public. This includes removal of materials and trash from elevated locations.
 - 12.3 Electrical Power
 - 12.3.1 Ground fault circuit interruption (GFCI) shall be the primary protection from exposure to electrical current for all workers on the project. Only exit lighting and medium-high (greater than 240) voltage service will not be GFCI protected.
 - 12.3.2 All strings of temporary lights shall be fully lamped and guarded regardless of height, and shall be continuously maintained. Adequate levels of illumination for the work operations must be maintained at all times.
 - 12.3.3 All receptacles and switches shall have trim plates installed before they are energized.
 - 12.3.4 All power distribution panels shall have full covers installed before primary power is brought into the panel.
 - 12.4 Excavations
 - 12.4.1 Prior to starting, each excavation shall be reviewed with the Owner to obtain any historical knowledge about existing utilities in the area. Where applicable, “utility locates” will be called for seventy two hours in advance of commencement of the

excavation. Potholing and/or hand excavation shall be required within two horizontal feet of located centerlines and in areas where knowledge is lacking.

12.4.2 When a trench excavations cannot be backfilled in the same day as it is created, a highly visible barricade shall be erected no less than six feet from all approachable edges. All portable means of access shall be removed at the end of each workday.

12.4.3 Earth ramps that are to be used for walking access shall not exceed twenty percent in grade slope. Steeper slopes shall be gated and used for equipment only.

12.5 Fall Protection and Prevention

12.5.1 Any walking/working surface shall be defined to have a fall exposure that has one or more sides, ends or edges without a guardrail system attached or a solid continuous wall of at least forty-two inches in height above the walking/working surface, and within twelve horizontal inches from the edge. The Contractor shall require engineered or conventional fall protection measures for each and every fall exposure that involves vertical distances equal to or greater than six feet. The recognized exemptions/exceptions are as follows:

- Portable step ladders
- Extension and straight ladders
- Erection and dismantling of scaffolding
- Limited exposure for engaging and disengaging a hook
- Vertical fall exposure protected by a warning line and six foot setback

12.5.2 Provide covers over holes which are secured and clearly marked as covers.

12.5.3 Job built ramps and bridges must be covered with non-skid materials.

12.5.4 Materials, scraps, waste and tools shall never be allowed to freefall from a height greater than twenty feet, unless it is contained within a chute or controlled by a hoist.

12.6 Fire Protection

12.6.1 The Contractor shall review fire prevention needs and procedures with the Owner and shall post appropriate information and warnings.

12.6.2 The Contractor shall maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes.

12.6.3 The Contractor shall provide supervision of welding operations, combustion type temporary heating units and similar sources of ignition.

12.6.4 All floors that have combustible materials present shall be accessible from ground level by a usable stair system. For structures greater than three stories in height shall have a fire sprinkler stand pipe installed and it shall be charged to within two stories (or thirty vertical feet) of all floors containing combustible materials. A Siamese connection shall be installed at every second level to provide access for fire hoses.

12.6.5 All fire extinguishers that are not task-specific shall be adequate in number and description to comply with OSHA declared limits for egress points, floor area and travel distances. They shall be situated in highly visible locations.

12.6.6 All fire extinguisher that are task specific shall be inspected and furnished in advance by the employer that will be conducting the work that requires such fire fighting provisions. Such extinguishers shall be located with twenty-five feet from the perimeter of the task operation.

- 12.7 Housekeeping - The Contractor shall ensure that all subcontractors effectively clean the project site continuously throughout each workday. Effective cleanup shall address all of the following housekeeping issues:
 - 12.7.1 All construction waste, trash, and debris shall be placed in designated receptacles. No glass bottles will be permitted on the project site.
 - 12.7.2 Stack all whole and scrap materials in locations that do not obstruct a clear pathway nor create a risk of toppling causing injury or damage to the work.
 - 12.7.3 Place all hoses, cords, cables and wires in locations that prevent them from being damaged by tires, sharp edges, or pinch points and from creating trip or hook hazards.
 - 12.7.4 Secure and effectively cover all materials on roofs and elevated levels to prevent displacement by wind.
 - 12.7.5 All materials and equipment shall be protected from the elements while staged on the project site.
 - 12.7.6 All signs, barricades, fire extinguishers, guardrails, gates, etc. are to be restored to their proper locations in sound condition after they have been moved for work purposes.
 - 12.7.7 Properly store and secure all flammable and combustible liquids and gases.
 - 12.7.8 Collect and place all cut-off or waste pieces of rolling stock into waste and scrape containers as they are created.
 - 12.7.9 Live rounds ejected from powder-actuated tools shall be immediately placed in designated containers and periodically returned to the tool dealer or law enforcement agency for proper disposal.
 - 12.7.10 All puncture and impalement exposures shall be covered or eliminated as soon as they are created.
- 12.8 Ladders
 - 12.8.1 Portable aluminum ladders are prohibited.
 - 12.8.2 Extension, straight and job built ladders shall be secured from movement at the top and bottom.
 - 12.8.3 Manufactured portable ladders shall display ANSI heavy duty rating (Class 1-A) and be inspected daily.
- 12.9 Medical Assistance and Screening
 - 12.9.1 The PSC shall maintain a First Aid Log for all treatment administered on the project.
 - 12.9.2 Drug and alcohol screening shall be mandatory for every supervisor and/or worker who sustains or contributes to the cause of any injury (beyond first aid) or property damage incident.
 - 12.9.3 Minimum requirements for chemical screening shall at least match the threshold limits for a NIDA 5-panel protocol and for alcohol screening shall at least match the Texas DOT vehicle operator's limit for blood alcohol content.
 - 12.9.4 Any supervisor or worker who tests positive shall be ejected and excluded from return to work at the project. Successful completion of an acceptable rehabilitation program may be considered by the Owner for restoring a person's ability to return to the project. The final decision rest solely with the Owner.
- 12.10 Petroleum Fuel Operated Equipment

- 12.10.1 Where possible, equipment operator cabs shall be locked during non-working hours. Only equipment operators and direct supervisors shall have access to keys.
- 12.10.2 Any combustion engine equipment with less than ninety-eight percent clean air exhaust shall not be operated in enclosed spaces unless the exhaust is piped to outside air, and fresh air is brought into the space to replace the amount being consumed. This includes generators/welders and compressors as well as mobile equipment.
- 12.10.3 For hose and termination fittings on air compressors, whip checks shall be used at all connection points. Emergency shut off valves shall be installed on every discharge fitting of all air compressors.
- 12.11 Public Protection - The public boundary perimeter shall be secured from public intrusion. Attractive nuisance items such as tower cranes, tall ladders, fire escapes, large excavations, etc. shall require additional and separate security measures.
- 12.12 Project Service Water
 - 12.12.1 Potable water: comply with city health requirements.
 - 12.12.2 Non-potable water: Water storage containers, hose bibs and faucet shall be posted in English and Spanish "Danger – Do Not Drink"
- 12.13 Welding and Burning
 - 12.13.1 Oxygen and fuel gas cylinders shall not be stored together, including on bottle carts. At the end of any workday bottles must be moved to OSHA prescribed storage arrangements.
 - 12.13.2 Anti-flashback arrestors shall be installed at the pressure regulator gauges of all Oxy-Acetylene cutting rigs.
 - 12.13.3 Welding operations shall not be allowed to present an opportunity for flash burn exposures to the eyes of any workers in the vicinity. All welding operations shall provide appropriate screening measures, erected in advance to contain the high energy light.

Section 0136001 Project Management Software

GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 1 – General Requirements, which are hereby made a part of this Section.
- B. Refer to specification Section 01 33 00 – Submittals for additional information.

1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, e-Builder[®] ASP software and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1. Project management communications is available through e-Builder[®] as provided by "e-Builder[®]" in the form and manner required by HCC.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Training: e-Builder® will provide a group training sessions scheduled by HCC, the cost of which is included in the initial users' fee. Users are required to attend the scheduled training sessions they are assigned to. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from E-Builder at their own expense, please contact e-Builder® for availability and cost.
 - C. Support: e-Builder® will provide on-going support through on-line help files.
 - D. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from e-Builder®.
 - E. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
 - F. Purpose: The intent of using e-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
 - G. Authorized Users: Access to the web site will be by individuals who are licensed users.
 1. Individuals may use the User Application included in these specifications or may request the User Application.
 2. Submit completed user application forms with check made payable to "e-Builder, Inc."
 3. Authorized users will be contacted directly by the web site provider, e-Builder®, who will assign the temporary user password.
 4. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
 - H. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
 - I. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using e-Builder® to send messages. Communication functions are as follows:
 1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new

- document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
- b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties' communication except for Administrative Users. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!**
 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:
 - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
 6. Required Document Types:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Application for Payments (Draft or Pencil).
 - f. Review Comments.
 - g. Daily Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.
 - k. Schedules.
 - l. Specifications.
- J. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches

documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.

- a. The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
- b. The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- c. The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- d. The following are some but not all of the paper documents which require original signature:
 - 1) Contract
 - 2) Change Orders
 - 3) Application & Certificates for Payment
 - 4) Construction Change Directives (CCD)
 - 5) Forms and reports in Division 0

K. **Minimum Equipment and Internet Connection:** In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

1. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
2. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) PC system 500 MHz Intel Pentium III or equivalent AMD processor
 - 2) 128 MB Ram
 - 3) Display capable of SVGA (1024 x 768 pixels) 256 colors display
 - 4) 101 key Keyboard
 - 5) Mouse or other pointing device
 - b. Operating system and software shall be properly licensed.

¹ The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

² The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

- 1) Internet Explorer or other browser (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
- 2) Adobe Acrobat Reader (current version is a free distribution for download).
- 3) Or, users intending to scan and upload to the documents area of e-Builder® should have Adobe Acrobat (current version must be purchased).
- 4) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS

2.1 LICENSE

- A. Houston Community College will issue license as needed.

PART 3 -

PART 4 - EXECUTION (Not Applicable.)

Section 014200 Reference Standards

1. **Governing Regulations/Authorities** - The Architect/Engineer (A/E) has contacted the appropriate authorities having jurisdiction for the listed regulations and codes to obtain information for preparation of the Construction Documents. The Contractor may contact the authorities having jurisdiction directly for information and decisions having bearing on the work. **Refer to the coversheet of the plans issued for construction to identify the appropriate authorities having jurisdiction.**
2. **Standards**
 - 2.1 Reference to standards, codes, Specifications, recommendations and regulations refer to the latest edition or printing prior to the date of issue of the Construction Documents.
 - 2.2 Applicable portions of standards listed that are not in conflict with the Construction Documents are hereby made a part of the Specifications
 - 2.3 Modifications or exceptions to Standards shall be considered as amendments and unmodified portions shall remain in full effect. In cases of discrepancies between standards, the more stringent requirements shall govern.
 - 2.4 Copies of Standards: Each entity engaged in construction of the Project is required to be familiar with industry standards applicable to its respective construction activity. Copies of applicable standards are not bound with the Construction Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

3. Schedule of Standards

AA Aluminum Association
1525 Wilson Blvd. Suite 600
Arlington, VA 22209
703.358.2960
Fax 703.358.2961
www.aluminum.org

AABC Associated Air Balance Council
1518 K St. NW
Washington, DC 20005
202.737.0202
www.aabchq.com

AAMA American Architectural Manufacturers Assoc.
1827 Walden Office Square, Suite 550
Schaumburg, IL 60173-4268
847.303.5664
Fax 847.303.5774
www.aamanet.org

AAN American Association of Nurserymen
1250 Eye St., NW, Suite 500
Washington, DC 20005
202.789.2900

ANLA American Nursery and Landscape Association
1000 Vermont Ave., NW, Suite 300
Washington, DC 20005-4914
202.789.2900
www.anla.org

AASHTO American Association of State Highway and Transportation
Officials
444 North Capitol St., Suite 225
Washington, DC 20001
202.624.5800
www.transporation.org

ACI American Concrete Institute
38800 Country Club Dr.
Farmington Hills, MI 48331
248.848.3700
Fax 248.848.3701
www.aci-int.org

ACIL American Council on Independent Laboratories
1629 K St. NW
Washington, DC 20006
202.887.5872
www.acil.org

ACPA American Concrete Pipe Association
1303 West Walnut Hill Lane, Suite 305
Irving, TX 75038-3008

972.506.7216
Fax 972.506.7682
www.concrete-pipe.org

ADC Air Diffusion Council
1901 N. Roselle Rd., Suite 800
Schaumburg, IL 60195
847.706.6750
Fax 847.706.6751
www.flexibleduct.org

AF&PA American Forest & Paper Products
(Formerly National Forest Products Assoc. (NFPA))
1111 Nineteenth St., NW, Suite 800
Washington, DC 20036
800.878.8878
Fax 202.463.2700
www.afandpa.org

AI Asphalt Institute
2696 Research Park Dr.
Lexington, KY 40512-4052
606.288.4960
<http://www.washpaltinstitute.org>

AIA American Institute of Architects
1735 New York Ave. NW
Washington, DC 20006
202.626.7300
www.aia.org

AIHA American Industrial Hygiene Assoc.
P 2700 Prosperity Ave., Suite 250
Fairfax, VA 22031
703.849-888
www.aiha.org

AISC American Institute of Steel Construction
One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
312.670.2400
www.aisc.org

AISI American Iron and Steel Institute
1140 Connecticut Ave., NW, Suite 705

Washington, DC 20036
202.452.7100
www.steel.org

AITC American Institute of Timber Construction
7012 S. Revere Parkway, Suite 140
Centennial, CO 80112
303.792.9559
303.792.0669
www.aitc-glulam.org

ALI Associated Laboratories, Inc.
500 S. Vermont St.
Palatine, IL 60067
800.685.0026
www.associatedlabs.org

ALSC American Lumber Standards Committee
P.O. Box 210
Germantown, MD 20875
301.972.1700
www.alsc.org

AMCA Air Movement and Control Assoc.
30 W. University Dr.
Arlington Heights, IL 60004-1893
847.394.0150
www.amca.org

ANSI American National Standards Institute
1819 L St., NW, 6th Fl.
Washington, DC 20036
202.293.8020
Fax 202.293.9287
www.ansi.org

APA American Plywood Assoc.
7011 S. 19th
Tacoma, WA 98466
253.565.6600
Fax 253.565.7265
www.apawood.org

ARI Air Conditioning and Refrigeration Institute
4100 North Fairfax Dr., Suite 200

Arlington, VA 22203
703.524.8800
Fax 703.528.3816
www.ari.org

ARMA Asphalt Roofing Manufacturers Assoc.
Public Information Dept.
1156 15th St., NW, Suite 900
Washington, DC 20005
202.207.0917
Fax 202.223.9741

www.asphaltroofing.org
ASA Acoustical Society of America
2 Huntington Quadrangle, Suite 1N01
Melville, NY 11747-44502
516.576.2360
Fax 516.576.2377
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Date 3/02/09
www.asaa.aip.org

ASC Adhesive and Sealant Council
7979 Old Georgetown Rd. Suite 500
Bethesda, MA 20814
301.986.9700
Fax 301.986.9795
www.ascouncil.org

ASHRAE American Society of Heating, Refrigerating and Air-Conditioning
Engineers
1791 Tullie Circle, NE
Atlanta, GA 30329
404.636.8400
Fax 404.321.5478
www.ashrae.org

ASME American Society of Mechanical Engineers
Three Park Ave.
New York, NY 10016-5990
800.843.2763
www.asme.org

ASPE American Society of Plumbing Engineers
8614 Catalpa Ave., Suite 1007
Chicago, IL 60656-1116
773.693.2773

Fax 773.695.9007

www.aspe.org

ASSE American Society of Sanitary Engineers

901 Canterbury, Suite A

Westlake, OH 44145

440.835.3040

Fax 440.835.3488

www.asse-plumbing.org

ASTM American Society for Testing and Materials

100 Barr Harbor Dr.

West Conshohocken, PA 19428-2959

610.832.9500

Fax 610.832.9555

AWCMA American Window Covering Manufacturers Assoc.

355 Lexington, AVE, 17th Fl.

New York, NY 10017

212.297.2122

Fax 212.370.9047

www.wcmanet.org

AWI Architectural Woodwork Institute

46179 Westlake Dr., Suite 120

Potomac Falls, VA 20165

571.323.3636

Fax 571.323.3630

www.awinet.org

AWPA American Wood-Preservers' Assoc.

P.O. Box 361784

Birmingham, AL 35236-1784

205.733.4077

www.awpa.com

AWPB American Wood Preservers Bureau

4 D. Washington, St

Newnan, GA 30263

404.254.9877

AWS American Welding Society

50 N.W. LeJeune Rd.

Miami, FL 33126

800.443.9353

Fax 305.443.9353

www.aws.org

BHMA Builder's Hardware Manufacturers Assoc.

355 Lexington Ave., 15th Fl.

New York, NY 10017

212.297.2122

Fax 212.370.9047

www.buildershardware.com

BIA The Brick Industry Association

1850 Centennial Park Dr., Suite 301

Reston, VA 20191

703.620.0010

Fax 703.620.3928

www.bia.org

BIFMA Business and Institutional Furniture Manufacturers Assoc.

2680 Horizon, Dr., SE, Suite A-1

Grand Rapids, MI 49546-7500

616.285.3963

Fax 616.285.3765

www.bifma.org

CFFA Chemical Fabrics & Film Assoc., Inc.

c/o Thomas Assoc., Inc

1300 Sumner Ave.

Cleveland, OH 44115-2851

216.241.7333

www.chmicalfabricsandfilm.com

CISCA Ceiling and Interior Systems Construction Assoc.

5700 Old Orchard Rd., 1st Fl.

Skokie, IL 60077

708.965.2776

www.cisca.org

CISPI Cast Iron Soil Pipe Institute

5959 Shallowford Rd., Suite 419

Chattanooga, TN 37421

615.892.0137

Fax 615.892.0817

www.cispi.org

CRI Carpet and Rug Institute

P.O. Box 2048
Dalton, GA 30722
706.278.8835
Fax 706.278.8835 www.carpet-rug.org

CRSI Concrete Reinforcing Steel Institute
933 North Plum Grove Rd.
Schaumburg, IL 60173-4758
847.517.1200
Fax 847.517.1206
www.crsi.org

CTIOA Ceramic Tile Institute of America
12064 Jefferson, Blvd.
Culver City, CA 90230-6219
310.574.7800
Fax 310.821.4655
www.ctioa.org

DHI Door and Hardware Institute
14150 Newbrook Dr., Suite 200
Page 40 of 69
Date 3/02/09
Chantilly, VA 20151
703.222.2010
Fax 703.222.2410
www.dhi.org

ETL ETL Testing Laboratories, Inc.
P.O. Box 2040
Route 11, Industrial Park
Cortland, NY 13045
607.753.6711
www.etl.com

ECDS Energy Conservation Design Standards for New State Buildings
State Energy Conservation Office
Texas Facilities Commission
P.O. Box 13047
Austin, TX 78711-3047

\\FGMA Flat Glass Marketing Assoc.
(The Flat Glass Marketing Assoc. included Glass Tempering Association, and members of the Laminators Safety Glass Association consolidated to form the Glass Assoc. of North America)

2495 SW Wanamaker Dr., Suite A
Topeka, KS 66614
785.271.0208
Fax 785.271.0166
www.glasswebsite.com

FM Factory Mutual Research Organization
500 River Ridge
P.O. Box 9102
Norwood, MA 02062
617.762.4300

GA Gypsum Association
810 First St., NE #510
Washington, DC 20002
202.289.5440
Fax 202.289.3707
www.gypsum.org

HMA Hardwood Manufacturers Assoc.
400 Penn Center Blvd., Suite 350
Pittsburg, PA 15235
412.829.0770
Fax 412.829.0844
www.hmamembers.org

HPMA Hardwood Plywood Manufacturers Assoc.
1825 Michael Farraday Dr.
Reston, VA 20190
703.435.2900
Fax 703.435.2537
www.hpva.org

IBC International Building Code
International Code Council
500 New Jersey Ave., NW 6th Fl.
Washington, DC 20001-2070

IBD Institute of Business Designers
341 Merchandise Mart
Chicago, IL 60654
312.647.1950

ICC International Code Council
500 New Jersey Ave., NW, 6th Floor
Washington, DC 20001

888.422.7233
Fax 202.783.2348
www.iccsafe.org

IECC International Energy Conservation Coder
www.iccsafe.com

IEEE Institute of Electrical and Electronic Engineers
3 Park Ave., 17th Fl.
New York, NY 10016-5997
212.419.7900
Fax 212.752.4929
www.ieee.org

IESNA Illuminating Engineering Society of North American
120 Wall Street, Fl. 17
New York, NY 10005
212.248.5000
Fax 212.248.5017
www.iesna.org

IFC International File Code
www.iccsafe.org

IGCC Insulating Glass Certification Council
c/o ETL Testing Laboratories, Inc.
P.O. Box 9
Henderson Harbor, NY 13651
315.646.2234
Fax 315.646.2297
www.igcc.org

ILI Indiana Limestone Institute of American
400 Stone City Bank Bldg.
Bedford, IN 47421
812.275.4426
Fax 812.279.8682
www.iliai.com

IPC International Plumbing Code
www.iccsafe.org

ISA Instrument Society of America
67 Alexander Dr.
Research Triangle Park, NC 27709
919.549.8411

Fax 919.549.8288
www.isa.org

LIA Lead Industries Assoc., Inc.
Sparta, New Jersey
www.leadinfo.com

LPI Lightning Protection Institute
25475 Magnolia Dr.
P.O. Box 99
Maryville MO 64468
800.488.6864
www.lightning.org

MBMA Metal Building Manufacturers Assoc.
1300 Sumner Ave.
Cleveland OH 44115-2851
216.241.7333
Fax 216.241.0105
www.mbma.com

MCAA Mechanical Contractors Assoc. of America
1385 Piccard Dr.
Rockville, MD 20850
301.869.5800
Fax 301.990.9690
www.mcaa.org

MFMA Maple Flooring Manufacturers Assoc.
60 Revere Dr., Suite 500
Northbrook, IL 60062
888.480.9138
Fax 847.480.9282
www.maplefloor.org

MIA Marble Institute of America
28901 Clemens Rd., Suite 100
Cleveland, OH 44145
440.250.9222
Fax 440.250.9223
www.marble-institute.com

ML/SFA Metal Lath/Steel Framing Assoc.
(A Division of the National Association of Architectural Metal
Manufacturers)
800 Roosevelt Rd., Bldg. C, Suite 312

Glen Ellyn, IL 60137
630.942.6591
Fax 630.7903095
www.naamm.org

NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Rd., Bldg. C, Suite 312
Glen Ellyn, IL 60137
630.942.6591
Fax 630.7903095
www.naamm.org

NAIMA North American Insulation Manufacturers Assoc,
44 Canal Center Plaza, Suite 310
Alexandria, VA 22314
703.684.0084
Fax 703.684.0427
www.naima.org

NAPA National Asphalt Pavement Association
NAPA Building
5100 Forbes Blvd.
Lanham, MD 20706
888.468.6499
www.hotmix.org

NCMA National Concrete Masonry Assoc.
13750 Sunrise Valley Dr.
Herndon, VA 20171-4662
703.713.1900
Fax 703.713.1910
www.ncma.org

NEC National Electrical Code (NFPA)

NECA National Electrical Contractors Assoc.
3 Bethesda Metro Center, Suite 1100
Bethesda, MD 20814
301.657.3110
Fax 301.215.4500
www.necanet.org

NEII National Elevator Industry, Inc.
1677 County Route 64
P.O. Box 838
Salem, NY 127865-0838

518.854.3100
Fax 518.854.3257
www.neii.org

NEMA National Electrical Manufacturers Assoc.
1300 North 17th St., Suite 1752
Rosslyn, VA 22209
703.841.3200
Fax 703.841.5900
www.nema.org

NFPA National Fire Protection Assoc.
1 Batterymarch Park
Quincy, MA 02169-7471
617.770.3000
Fax 617.770.0700
www.nfpa.org

NHLA National Hardwood Lumber Assoc.
6830 Raleigh-LaGrange Rd.
Memphis, TN 38184-0518
901.377.1818
www.natlhardwood.org

NLGA National Lumber Grades Authority
#302 960 Quayside Dr.
New Westminister, BC V3M 6G2 Canada
604.524.2393
Fax 604.524.2893
www.nlga.org

NPA National Particleboard Assoc.
18928 Premiere Court
Gaithersburg, MD 20879-1569
301.670.0604
Fax 301.840.1252
www.pbmdf.org

NPCA National Paint and Coatings Assoc.
1500 Rhode Island Ave., NW
Washington, DC 20005
202.462.6272
Fax 202.462.8549
www.paint.org

NRCA National Roofing Contractors Assoc.
10255 W. Higgins Rd., Suite 600
Rosemont, IL 60018-5607
708.299.9070
Fax 847.299.1183

NTMA National Terrazzo and Mosaic Assoc.
201 North Maple, Suite 208
Purcellville, VA 20132
540.751.0930
Fax 540.751.0935

www.ntma.com

NWWDA National Wood Window and Door Assoc.
1400 E. Touhy Ave.
Des Plaines, IL 60018
800.223.2301
Fax 708.299.1286

PCA Portland Cement Assoc.
5420 Old Orchard Rd.
Skokie, IL 60077
847.966.6200
Fax 847.966.8389
www.cement.org

PCI Precast/Prestressed Concrete Institute
209 W. Jackson Blvd. #500
Chicago, IL 60606
312.786.0300
Fax 312.786.0353
www.pci.org

RFCI Resilient Floor Covering Institute
401 E. Jefferson St., Suite 102
Rockville, MD 20850
301.340.8580
Fax 301.340.7283
www.rfci.com

RMA Rubber Manufacturers Assoc.
1400 K St., NW, Suite 900
Washington DC 20005
202.682.4800
www.rma.org

SDI Steel Deck Institute

P.O. Box 25
Fox River Grove, IL 60021
847.458.4647
Fax 847.458.4648

SECO State Energy Conservation Office
LBJ State Office Bldg.
111 E. 17th St., Rm 1114
Austin, TX 78701
512.463.1931
Fax 512.475.2569

www.seco.cpa.stat.tx.us

SGCC Safety Glazing Certification Council

P.O. Box 730
Sackets Harbor, NY 13685
315.646.2234
Fax 315.646.2297

www.sgcc.org

SIGMA Sealed Insulating Glass Manufacturers Assoc.

401 N. Michigan
Chicago, IL 60611
312.644.8610

www.sigmaonline.org

SJI Steel Joist Institute

3127 Mr. Joe White Ave.
Myrtle Beach, SC 29577-6760
843.626.1995

Fax 843.626.5565

www.steeljoist.org

SMACNA Sheet Metal and Air Conditioning Contractors National Assoc.

4201 Lafayette Center Dr.
Chantilly, VA 20151-1209
703.803.2980

703.803.3732

www.smacna.org

SPIB Southern Pine Inspection Bureau

P.O. Box 10915
Pensacola, FL 32524-0915
850.434.2611

Fax 850.433.5594

www.spib.org

SPRI Single Ply Roofing Institute
77 Rumford Ave., Suite 3B
Waltham, MA 02453
781.647.7026
Fax 781.647.7222
www.spri.org

TCA Tile Council of America
100 Clemson Research Blvd.
Anderson, SC 29625
864.646.8453
Fax 864.646.2821
www.tileusa.com

TIMA Thermal Insulation Manufacturers Assoc.
29 Bank St.
Stanford, CT 06901
203.324.7533

(Standards now issued by NAIMA, www.naima.org)
UFAC Upholstered Furniture Action Council
Box 2436
High Point, NC 27261
919.885.5065
www.ufac.org

UL Underwriters Laboratories, Inc.
333 Pfingsten Rd.
Northbrook, IL 60062-2096
847.272.8800
Fax 847.272.8129
www.ul.com

WSFI Wood and Synthetic Flooring Institute
4415 W. Harrison St., Suite 242-C
Hillside, IL 60162
708.449.2933

WWPA Western Wood Products Assoc.
522 SW Fifth Ave., Suite 500
Portland, OR 97204-2122
503.224.3930
Fax 503.224.3934
www.wwpa.org

W.W.P.A. Woven Wire Products Assoc.

2515 N. Nordica Ave.
Chicago, IL 60635
312.637.1359
www.wovenwire.org

Government Agencies

CPSC Consumer Products Safety Commission

4330 E. West Highway
Bethesda, MD 20814
301.504.7923
Fax 301.504.0124

www.cpsc.gov

CS Commercial Standard

(U.S. Department of Commerce)

1401 Constitution Ave., NW
Washington, DC 20230

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Date 3/02/09

202.482.2000

www.commerce.gov

DOC U.S. Department of Commerce

1401 Constitution Ave., NW
Washington, DC 20230

202.482.2000

www.commerce.gov

EPA Environmental Protection Agency

1445 Ross Ave., Suite 1200
Dallas, TX 75202

214.665.6444

www.epa.gov

FS Federal Specifications (from GSA Specifications Unit WFSIS)

7th and D St., SW

Washington DC 20407

202.708.9205

www.apps.fss.gsa.gov/pub/fedspecs

GSA General Services Administration

1800 F. St., SW

Washington DC, 20405

202.708.9205

www.gsa.gov

GSC Texas Building and Procurement Commission

1711 San Jacinto
Austin, TX 78701
512.463.6363
www.tbpc.state.tx.us

NIST National Institute of Standards and Technology
100 Bureau Dr., Stop 1070
Gaithersbury, MD 20899-1077
301.975.6478
Fax 301.975.8295
www.nist.gov

OSHA Occupational Safety and Health Administration
Federal Office Building
1205 Texas Ave., Rm 806
Lubbock, TX 79401
806.472.7681
Fax 806.472.7686
www.osha.gov

PS Product Standard of NBS
(U.S. Department of Commerce)
Washington, DC 20230
202.482.2000
www.thenbs.com

USDA U.S. Department of Agriculture
1400 Independence Ave., SW
Washington, DC 20250
202.447.2791
www.usda.gov

Section 014300 Quality Assurance

1. General Requirements

- 1.1 The Contractor is responsible for controlling the quality of the Work of its forces and its subcontractors and all of the Work of the Project in general and as set forth in the Construction Documents. The Contractor shall provide qualified personnel, approved by the Owner, to perform daily supervision, reviews and inspections of subcontractor work to insure quality, accuracy, completeness and compliance.
- 1.2 The Owner will employ a testing laboratory and/or geotechnical engineering service to perform quality assurance test and to transmit copies of test reports to the Contractor. Sampling and testing that the Owner may require is specified in this section and in the various technical sections requiring quality assurance testing. The Contractor shall cooperate with the Owner's testing personnel, provide access to the work, to

manufacturer's and fabricator's operations, furnish incidental labor and facilities and samples for test and inspection as specified.

- 1.2.1 Employment of the testing laboratory to perform quality assurance tests is for the benefit of Owner in confirming that performance and quality of the work is in conformance with the Construction Documents.
- 1.2.2 Employment of the testing laboratory by Owner in no way relieves Contractor's obligation to perform the work in accordance with the Construction Documents and Owner's testing laboratory shall not be the same as Contractor's testing laboratory.
- 1.2.3 The testing firm shall make all inspections and perform all tests in accordance with the rules and regulations of the building code, local authorities, the specifications of the ASTM and these Construction Documents.
- 1.2.4 Any costs incurred by the Owner due to re-testing of materials or re-inspection of work due to non-compliance with the Construction Documents by the contractor shall be at the expense of the Contractor and shall be deducted from the next pay request accordingly.
- 1.3 Limits of testing laboratory authority: Laboratory is not authorized to:
 - 1.3.1 Approve or reject any portion of the work.
 - 1.3.2 Perform any duties of the Contractor and subcontractors.
 - 1.3.3 Revoke, alter, relax, expand, or release any requirement of the Construction Documents or to approve or accept any portion of the Work, except where such approval is specifically called for in the specifications.
 - 1.3.4 Work will be checked as it progresses, but failure to detect any defective work or materials shall not, in any way, prevent later rejection when such defect(s) are discovered.
- 1.4 When requested by the Owner, the Contractor will demonstrate a material's compliance with the specifications in one of the following ways:
 - Manufacturer's Certificate of Compliance
 - Mill Certificate
 - Testing Laboratory Certifications
 - Report of actual test results from Owner's designated laboratory, or a laboratory satisfactory to the Owner. Materials so tested shall be provided by the Contractor and selected by the Owner, or in the presence of the Owner, and the method of testing shall comply with the professional societies' standard specifications.
- 1.5 The Owner may require Special Inspections, Testing or Approval of certain materials or Work in addition to those clearly specified in the Construction Documents. Upon notification by the Owner of such requirements, the Contractor shall promptly arrange for such Special Inspections, Testing and Approval procedures. The costs associated with these efforts shall be borne by the Owner, except that if such materials or Work fail the initial Owner-paid inspections, tests and approvals, then subsequent tests required to prove the materials or Work suitable for inclusion in the Project Work shall be borne by the Contractor.
- 1.6 If the Contractor covers any of the Work that is required to be inspected, tested or approved by the Construction Documents, then that Work shall be uncovered, inspected, tested or approved and then recovered at the Contractor's sole expense.

- 1.7 The Contractor shall have the right to have tests performed on any material at any time for its own information and job control so long as the Owner is not charged for these tests or forced to rely on these tests when appraising quality of the materials. The tests specified in the Construction Documents for a specific material shall take precedence over any testing initiated by and paid for by the Contractor.
2. **Below Grade Inspections** - Before covering or backfilling of any improvement below grade, cover up inspections will be conducted to see that all items meet the plans and specifications. Only after all the deficiencies have been corrected will the Contractor be allowed to install any backfill.
3. **Concrete Inspections** - Before the placing of any cast-in-place concrete structure, an inspection will be conducted to see that all items meet the intent of the Construction Documents. Only after all deficiencies have been corrected will the Contractor be allowed to proceed.
4. **Wall Closure/Above-Ceiling Inspections** - Before the installation of any ceiling or the closing of walls chases, an inspection will be conducted to see that all items fully meet the contract document requirements before being covered. Only after all the deficiencies have been corrected will the Contractor be allowed to install the ceiling or close-up the wall. As a minimum, the following should be in place before an above-ceiling inspection is scheduled:
- All light fixtures installed and working;
 - All plumbing installed and insulation complete;
 - All rigid and flexible ducts installed;
 - All required valve identification tags installed;
 - All air devices installed and connected;
 - All control wiring and devices installed and connected;
 - The ceiling support structure installed.
5. **Substantial Completion Inspection (see UGC 12.1.1)**
When the Contractor feels that the work is complete and ready for the Owner's intended use, it will notify the A/E and Owner at least seven days prior to the date the Contractor is ready for a Substantial Completion Inspection. The A/E and appropriate members of the design team along with the Owner will perform a detailed inspection of the all work and furnish the Contractor with a list of incomplete or unsatisfactory items. When the Contractor has completed all the work related to these items the Pre-Final Inspection will be complete.
6. **Final Inspection & Acceptance (see UGC 12.1.2 & 12.3)**
Upon verification by the A/E and Owner that the deficiencies found during the Pre-Final Inspection have been corrected, and the work is ready for Final Inspection and Acceptance, the A/E and Owner will schedule a Final Inspection. When the work is found to be acceptable under the Construction Documents without exception and the contract is fully performed, then a Final Acceptance Notice will be issued by the A/E.
7. **One-year Warranty Inspection**
Within thirty-days prior to the expiration of the one year anniversary of the Substantial Completion date the Owner shall prepare a list of deficiencies related solely to the workmanship and material warranties provided by the Contractor through the Construction Documents. The Contractor shall make the necessary repairs and

replacements and notify the Owner that all work is complete and Owner shall review and approve the work and provide written acceptance.

8. Execution

8.1 Pier Drilling Operations

8.1.1 A representative of the soils testing laboratory shall make continuous inspections to determine that proper bearing stratum is obtained and utilized for bearing and that shafts are properly clean and dry before pouring concrete.

8.1.2 Soils testing laboratory shall furnish complete pier log showing the diameter, top and bottom elevations of each pier, casing required or not required, bell size, actual penetration into bearing stratum, elevation of top of bearing stratum, and volume of concrete used.

8.2 Reinforcing Steel Mechanical Splices

8.2.1 Visually inspect and report on the completed condition of each mechanical splice of reinforcing steel.

8.2.2 Each mechanical splice shall be visually inspected to ensure compliance with building code and the manufacturer's published criteria for acceptable completed splices.

8.2.3 Special emphasis shall be placed on inspection of the end preparation of each bar to be spliced.

8.2.4 Submit copies of manufacturer's published criteria for acceptable completed splices prior to observing mechanical splices.

8.2.5 Reports on each splice shall indicate location, size of bars and acceptability or rejection of splice. Reasoning for rejection shall be provided in the report.

8.3 Reinforcing Steel and Embedded Metal Assemblies - Inspect all concrete reinforcing steel for compliance with Construction Documents and approved shop drawings prior to placing concrete. All instances of noncompliance shall be immediately brought to the attention of the Contractor for correction and then, if not corrected, reported to the A/E.

Observe and report on the following:

- Number and size of bars;
- Bending and lengths of bars;
- Splicing;
- Clearance to forms including chair heights;
- Clearance between bars or spacing;
- Rust, form oil and other contaminants;
- Grade of steel;
- Securing, tying and chairing of bars;
- Excessive congestion of reinforcing steel;
- Installation of anchor bolts and placement of concrete around such bolts;
- Fabrication of embedded metal assemblies, including visual inspection of all welds;
- Visually inspect studs and deformed bar anchors on embedded assemblies for compliance with the Construction Documents.

8.4 Concrete Inspection & Testing

8.4.1 Receive, evaluate and certify all proposed concrete mix designs submitted by the Contractor which comply with the Construction Documents. Mix designs not complying shall be returned by the laboratory as unacceptable.

- 8.4.2 Secure composite samples of concrete at the jobsite and perform the appropriate tests as specified in the Construction Documents. Test results will be provided to the appropriate design team members, the Contractor and the Owner.
- 8.4.3 Inspect the application of curing compounds and monitor all curing conditions to assure compliance with the Construction Documents.
- 8.5 Post-tensioning of Concrete
 - 8.5.1 Verify certification of calibration of jacking equipment used in the post-tensioning operations.
 - 8.5.2 Observe and report on placement and anchorage of tendons immediately prior to placement of concrete.
 - 8.5.3 Provide a registered professional engineer experienced in posttension operations to observe and report on the placement, posttensioning and elongation measurement of each tendon.
 - 8.5.4 Observe and report on grouting of tendons noted to be bonded.
- 8.6 Masonry
 - 8.6.1 Provide a qualified inspector to inspect all structural masonry work on a periodic basis.
 - 8.6.2 Inspect the following:
 - Preparation of masonry prisms for testing;
 - Placement of reinforcing;
 - Grout spaces;
 - Mortar mix operations;
 - Bedding of mortar for each type of unit and placing of units;
 - Grouting operations;
 - Condition of units before laying for excessive absorption.
 - 8.6.3 Provide a report of each inspection.
- 8.7 Structural Steel
 - 8.7.1 Inspect all structural steel during and after erection for conformance with the Construction Documents and shop drawings. Any cases of insufficient bracing or guying, or other unsafe conditions shall be immediately called to the attention of the Contractor and reported to the A/E and Owner.
 - 8.7.2 Inspect the following:
 - Proper erection of all pieces;
 - Proper installation of all bolts;
 - Plumbness of structure and proper bracing;
 - Proper field painting;
 - Visual examination of all field welding;
 - Inspect all shop fabricated members, upon arrival at the jobsite;
 - Inspection of shop and field welding shall be in accordance with the AWS Structural Welding Code – Steel, latest edition;
 - Inspection of bolted construction shall be in accordance with AISC specifications for structural steel buildings;
 - Review all shop and field welder certifications;
 - Perform magnetic particle testing in accordance with ASTM E709 and at the discretion of the testing agency for all questionable welds;

- Ultrasonic test 100% of all complete penetration welds in accordance with AWS Structural Welding Code – Steel, latest edition, by ASNT Level II technicians;
 - Inspection of stud field welding shall be in accordance with AWS structural welding code latest edition.
- 8.8 Expansion Bolt Installations
 - 8.8.1 Inspect the drilling of holes and installation of expansion bolts for compliance with the Construction Documents and shop drawings.
 - 8.8.2 Verify the installation torque of the expansion bolts for compliance with the manufacturer's installation instructions.
- 8.9 Metal Floor Deck - Field inspection shall consist of the following:
 - Check types, gauges and finishes for conformance with Construction Documents and shop drawings;
 - Exam for proper erection of all metal deck, fastenings, reinforcing of holes, deck reinforcing, miscellaneous deck supports, hanger tabs, shear studs, deck closures, painting and other coatings.
- 8.10 Metal Roof Deck - Field inspection shall consist of the following:
 - Check types, gauges and finishes for conformance with Construction Documents and shop drawings;
 - Exam for proper erection of all metal deck, fastenings, reinforcing of holes, deck reinforcing, miscellaneous deck supports, hanger tabs, shear studs, deck closures, painting and other coatings.

Section 014339 Site Mock-ups (see UGC 8.4)

1. General

- 1.1 The Contractor shall direct all the appropriate subcontractors in the construction of all site mock-ups for review by the Owner, Project Manager and Architect/Engineer (A/E) as required by the Construction Documents.
- 1.2 The mock-up(s) when approved by the A/E, Project Manager and Owner shall become the site reference for quality of the incorporated features of materials and workmanship.
- 1.3 The mock-up shall not be part of the work and shall remain in place until Substantial Completion, or otherwise directed by the Owner.

Section 014500 Quality Control (see 014000)

1. General Requirements

- 1.1 Quality control shall be the sole responsibility of the Contractor, unless specifically noted otherwise. The Contractor shall be responsible for all testing, coordination, start-up, operational checkout and commissioning of all items of work included in the project. All costs for these services shall be included in the Contractor's cost of work and general conditions.
- 1.2 Specific quality control requirements for individual construction activities are specified in sections that govern those activities.
- 1.3 The Contractor employed testing agency shall comply with the requirements of ASTM C - 1021, 1077, 1093, E - 329, 543 and 548.

- 1.4 The Contractor shall develop design mixes for products to be used and have the appropriate test performed by the Contractor's employed testing agency at its own expense.

Section 014518 Field Engineering

- 1. Quality Assurance** - Surveyor Qualifications: Engage a land surveyor, registered in the State of Texas, to perform required land surveying services.
- 2. Examination** - Verify layout information shown on the construction documents, in relation to the property survey and existing benchmarks and building locations and finish floor elevations before proceeding to lay out the work. Protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 2.1 Do not change or relocate benchmarks or control points without prior written approval from the Owner.
 - 2.2 Establish and maintain a minimum of two permanent benchmarks on the site.
- 3. Performance**
 - 3.1 Work from lines and levels established by the Construction Documents. Calculate and measure required dimensions with indicated and recognized tolerances. Do not scale drawings to determine dimensions.
 - 3.2 Record deviations from required lines and levels and advise A/E immediately when deviations exceed indicated or recognized tolerances.
 - 3.3 Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines services, or other appurtenances located in or affect by construction.
 - 3.4 The as-built documents shall include a final Title I property survey.

Section 015000 Construction Facilities and Temporary Controls (see UGC 3.3.4, 8.1 & 13.1)

1. General Requirements

- 1.1 Contractor shall provide all construction facilities and temporary controls specified in this section and as necessary for the proper and expeditious prosecution of the work. The Contractor will be provided with a description of the Project Site and the Limits of Construction either by the Construction Documents, or by the Owner. At any time such a description has not been provided, the Contractor should request it of the Owner in writing.
- 1.2 The Contractor shall erect a wire mesh fence around the Project Site. The Contractor and all its personnel, assigns, material suppliers and subcontractors shall confine and limit their work to the Project Site and shall confine their construction activities to within the Limits of Construction. All areas beyond these defined areas are patrolled either by the Campus Police or by the Police Department of the City. All public and University laws, ordinances, rules and regulations shall be obeyed. No tools, construction vehicles or construction materials shall be permitted to be outside the Project Site. Loitering of construction-related personnel in areas outside the Project Site is strongly discouraged and it will be discontinued if it becomes persistent, or otherwise a nuisance to the ordinary and normal functioning of the campus. **(UGC 3.3.11)**

- 1.3 All campus roads, drives, fire lanes and sidewalks/pedestrian routes (other than those specifically given over to the Contractor for its use) must be kept open and clean at all times. The Contractor shall make advanced preparations for, and obtain security clearance for, all significant materials and equipment movements that will disrupt traffic and pedestrian flows. The Contractor shall provide all traffic controls, warning signs, barricades and flag persons needed to minimize disruptions during such approved movements. When such movements cause damage or leave debris, the Contractor shall immediately repair and clean up afterwards. **(UGC 3.3.11.3)**
- 1.4 Contractor shall pay all charges for all connections to and distribution from existing services and sources of supply.
- 1.5 Requirements of service and utility companies relating to the work shall be ascertained by Contractor, and the Contractor shall comply with all requirements, including those relating to continued protection and maintenance until completion of the work.
- 1.6 Materials and construction for construction facilities and temporary controls may be new or used, must be in adequate capacity, must not create unsafe conditions and shall not be unsightly.
- 1.7 Contractor shall relocate temporary services and facilities at its own expense, as required by progress of construction. **(See UGC 7.2.1)**
- 1.8 Contractor shall remove all temporary services and facilities when their use is no longer required or at completion of the project. **(See UGC 3.3.11)**
- 1.9 Contractor shall clean and repair damage caused by temporary services and facilities to new condition for new work and to a condition as good as or better than existing prior to start of work for existing construction projects. **(See UGC 3.3.11.3)**

2. Yard Repairs

Where compaction of the soil has occurred in turf or other plant material areas within the limits of construction, the areas shall be rejuvenated by deep cultivation of the compacted soil. After completion of construction, the Contractor shall scarify the construction site within the limits of construction to a minimum depth of eight inches, except within thirty feet of trees where it shall be a six inch depth. The Contractor will either place sod or hydro mulch on the rejuvenated areas, as may be mutually agreed to between the Owner and the Contractor, depending on the season and availability of irrigation.

3. Temporary Utilities and Services

- 3.1 The Contractor shall provide for all necessary and appropriate temporary utilities and services for execution and protection of the work.
- 3.2 Schedule of Costs and Fees for Utility Services are different on different campuses. The Contractor must review the Construction Documents carefully and communicate with the Owner to determine the status on each Project.
 - 3.2.1 **Temporary Water** – The Contractor shall provide and install temporary lines for all water required for the Work and will arrange with the Owner’s Utility Department for connection to the campus system and for services.
 - 3.2.2 **Temporary Electrical** – The Contractor shall arrange with the local Utility Company for temporary power and for metering. When using this temporary power, the Contractor shall be responsible for all related costs, including energy costs and fuel costs. If such power is available from the campus power systems, then the Contractor will make the same arrangements, but the Owner will pay for the power used unless the Contractor wastes energy and is not consuming it in a

reasonable and prudent manner. The Contractor shall not energize the permanent power on the Project it is constructing until the Owner specifically approves.

- 3.2.3 **Temporary Heating, Cooling and Ventilation** – If temporary heating/cooling/ventilation is required for the protection of the Work or the work forces, the Contractor shall provide, at its cost, Owner-approved apparatus.
- 3.2.4 **Temporary Lighting** – The Contractor shall provide adequate temporary lighting to facilitate quality workmanship and appropriate inspection of the Work. Temporary lighting provided by the Contractor also must be adequate for site security, inspections of excavations, night work if pursued and for personal and general safety of operations. Provide the following minimum standards:
 - 3.2.4.1 Provide and maintain lighting for construction operations to achieve a minimum lighting level of two watts per square foot.
 - 3.2.4.2 Provide and maintain one watt per square foot lighting for exterior staging and storage areas after dark for security purposes.
 - 3.2.4.3 Provide and maintain one-quarter watt per square foot lighting to interior work areas after dark for security purposes.
 - 3.2.4.4 Permanent building lighting may be utilized during construction.
- 3.2.5 **Temporary Services Provided by Owner** – When approved by the Owner, the Contractor may request that Project mechanical and electrical systems be put into service prior to Substantial Completion, even if only to facilitate Contractor operations. However, the Contractor shall NOT open or close any valve connecting to the campus systems without specific Owner approval. During operation of the equipment prior to Substantial Completion the Contractor shall keep the equipment in good operating condition, properly and legally flushed with chemical treatment systems, properly started and stopped, properly maintained, including regular replacement and/or cleaning of filters. Without exception the filters will be newly replaced just prior to turning the equipment over to the Owner for operation. The actual warranty periods will not start until the equipment is officially turned over to the Owner at Substantial Completion.
- 3.2.6 **Temporary Facilities/Equipment Removal** – Prior to turning the Project over to the Owner for operation and maintenance, the Contractor shall completely remove all temporary facilities and equipment from the Project Site and shall repair or replace any material, equipment, finished surfaces or landscaping that has been damaged by its activities on the site.

4. Construction Aids

- 4.1 **Material and Personnel Hoists:** The Contractor shall provide material and personnel hoist as required for normal use by all trades without charge. All necessary guards, signals and safety devices required for safe operation of these hoists shall be provided and properly maintained at all times.
- 4.2 **Stairs:** Provide temporary protective treads, handrails and wall coverings at stairways.

5. Barriers and Enclosures

- 5.1 Contractor shall construct temporary barricades, warning signs, hazard and warning lights, walks, passage-ways and similar temporary barriers and enclosures that are necessary to protect persons and property from hazards or damage due to construction operations, and required by the Owner, city, state or federal laws, ordinances or codes.

- 5.2 Contractor shall furnish and install construction fences and gates within the limits of construction, prior to beginning any other work on the project.
- 5.3 Contractor shall furnish and install movable fences as may be necessary and appropriate to facilitate execution of the work.
- 5.4 The Contractor shall be responsible for the protection of existing building surfaces (both interior and exterior), utilities, exterior structures, pavements, sidewalks, landscape, vegetation and irrigation systems. Any damage to existing areas will be repaired by the Contractor at its expense and to the satisfaction of the Owner. Such needed repairs that are not timely undertaken or completed by the Contractor may, at the Owner's sole discretion, be repaired by the Owner and the related expenses deducted from the Contract Amount by change order.
- 5.5 All existing trees, shrubs or endangered plants within the Project Site or near access ways to the Project Site, shall be protected by the Contractor as indicated on the Drawings and maintained in sound condition unless ordered by the Owner to remove them. Contractor shall furnish and install barricades, fences and guards as necessary to prevent damage to existing trees, shrubs or endangered plants indicated to remain after construction is completed. Contractor shall not remove, cut or trim any tree, shrub or endangered plant before first notifying the Owner and receiving prior approval for the action. The Contractor will be responsible for repair or replacement in kind of damaged vegetation including watering and maintenance until fully restored.
- 5.6 All fencing, gates, barricades and guards shall be maintained to be straight, level and having a neat and uniform appearance while in place. Upon removal all holes and damage caused by the placement and use of the fences shall be repaired to its original condition.
- 5.7 Contractor shall provide temporary roofing and weather tight insulated closures for openings in exterior surfaces as required to maintain specified working conditions and moisture content of all project materials.

6. Security

- 6.1 The Contractor shall provide security and facilities to protect the Work, materials and equipment from unauthorized entry, vandalism, or theft until Substantial Completion has been achieved. If deemed necessary the Contractor may, at its own expense, employ unarmed security personnel. The Contractor must first notify the Owner and provide particulars about the security firm and its personnel prior to its employment.
- 6.2 The Campus Police will not provide security for the Project Site or the areas that are given over to the Contractor's control.

7. Temporary Controls

- 7.1 Cleaning during construction: Contractor at all time shall keep the premises free from accumulation of waste materials and rubbish caused by operations for the work. Provide a collection can at each area used for eating. Pick up garbage daily. Keep project site free of garbage, trash, vermin and rodent infestation. Require each subcontractor to collect and deposit waste and rubbish caused by subcontractor operations at designated locations. Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finishing operations. Protect installed equipment and seal installed ductwork and piping to prevent intrusion of dust. When the Work is within or adjacent to existing spaces that continue to be occupied, protect finishes, seal off occupied spaces and open ductwork and piping. The Contractor shall provide personnel for janitorial work

to clean up (both on the Project Site and in adjacent spaces) any dust or debris that results from its operations. (see UGC 3.3.8)

- 7.2 Noise control: In and around occupied areas, minimize use of noise producing equipment and sequence the Work to minimize its affect of occupants. Work with noise producing equipment adjacent to occupied spaces will be coordinated with the Owner. Curtail such use to accommodate specific meetings or activities when requested by the Owner.
- 7.3 Water control: Provide methods to control surface water to prevent damage to the project and adjoining properties. Control fill, grade and ditch to direct surface drainage away from excavations, pits, tunnels and other construction areas. Direct runoff to proper runoff paths.
- 7.4 Storm Water Pollution Prevention Plan (SWPPP): Contractor shall be responsible for securing the appropriate SWPPP permit and paying all related fees, penalties, fines, etc., related thereto, from Texas Commission on Environmental Quality (TCEQ). The Contractor shall implement the SWPPP plan and insure that all devices and structures are properly maintained through the course of the project. Upon completion of the project the Contractor shall provide TCEQ with a Notice of Termination within thirty days of final stabilization achievement. Refer to SWPPP for additional requirements and to ensure compliance with its requirements.
- 7.5 Pollution controls: Provide methods, means and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious or hazardous substances from construction operations. The Contractor shall notify the Owner immediately of all pollutant spills. The Contractor shall be solely responsible for cleaning up and properly disposing of, in accordance with applicable laws and regulations, all spilled pollutants brought to the Site as a part of the Work including oil, paint, fuels, antifreeze, solvents, etc. The Contractor must keep accurate records of these clean up and disposal actions.
- 7.6 Protection of installed work: (see UGC 10.3.4.1)
 - 7.6.1 Protect installed work and provide special protection where specified in individual specification sections.
 - 7.6.2 Provide temporary and removable protection of installed products and control activity in the immediate area to prevent damage.
 - 7.6.3 Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
 - 7.6.4 Protect finished floors, stairs and other surfaces from dirt traffic, wear, damage, or movement of heavy objects.
 - 7.6.5 Prohibit traffic or storage upon waterproofed or roofed surfaces, or in the alternative obtain the manufacturer's recommendations for protection.
 - 7.6.6 Prohibit traffic from landscaped areas.

8. Parking: (see UGC 3.3.11.1)

- 8.1. Parking for workmen employed on the site shall be provided within the Limits of Construction or on such remote site as may be designated by the Owner from time to time. Any costs involved in Contractor parking shall be borne by the Contractor. The Contractor's forces shall not park on campus in areas outside the Project Site.
- 8.2. In some, but not all circumstances, Owner may provide remote parking spaces near the campus. In these cases the parking may be available for Contractor use at no cost, but permits issued by the campus police will be necessary to use this parking. In providing

remote parking the Owner will not take on any responsibility for the vehicles, or contents of the vehicles, when they are parked in the remote locations provided.

8.3. The contractor shall provide adequate reserved parking for the Owner's and the A/E's Project Team members who regularly visit the Project Site.

8.4. The Contractor shall be responsible for restoration of all pavement, curbs, signage, sidewalks, etc., damaged by the construction operations and/or the workmen.

9. Field Offices and Sheds

9.1. The office shall be weather tight, with lighting, electrical outlets, highspeed internet connection, telephone, heating, cooling and ventilation and equipped with sturdy furniture, a drawing table and plan racks.

9.2. Provide adequate space for projects meetings.

10. Temporary Toilets (see UGC 3.3.4)

10.1 Provide, maintain and pay for required temporary sanitary facilities and enclosures. Provide at time of project mobilization and do not remove until Substantial Completion. Locate these facilities away from public view as much as practical.

10.2 Clean and empty these facilities at least weekly unless it is needed more often to keep them sanitary. Post notices, remove deposited debris and take all steps necessary to keep the facilities clean and sanitary.

10.3 Do not use the Owner's toilet facilities, unless specifically approved by the Owner.

Section 015010 Project Signage

1. Installation of Temporary Project Signage

1.1 When permitted by the Owner, an exterior construction project sign shall be installed immediately after contract award. The sign will make specific reference to the Houston Community College Campus Location.

1.2 Prior to any construction or installation of the sign, submit to the Owner for approval a quarter scale drawing, complete with all graphics and lettering.

1.3 The Contractor shall ensure the exterior construction project signage is properly set-back from all street intersections and pedestrian walkways such that it does not conflict with or impede fields of view necessary to vehicular and pedestrian traffic circulation.

1.4 The Contractor may install one sign bearing the company name, logo, project address and point of contact.

1.5 The sign shall remain the property of the Contractor and shall be removed from the Project Site and legally disposed of at the completion of the Work.

2. Signage Dimensions and Materials - The exterior construction project sign shall be constructed of a single four foot by eight foot sheet of three-quarter inch thick marine plywood placed on two four inch by four inch treated posts. The Architect/Engineer (A/E) shall provide the Contractor with the lettering, font background and rendering of the project, which will be installed by a professional sign company. All related costs shall be included in the General Conditions costs of Construction Manager at Risk and Design-Build contracts.

Section 015240 Construction Waste Management

1. Definitions

- 1.1 Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- 1.2 Disposal: Removal off-site of demolition and construction waste and deposited in landfill or incinerator acceptable to authorities having jurisdiction.
- 1.3 Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 1.4 Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 1.5 Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the work.
- 2. Performance Goals** - The Contractor shall develop a waste management plan that will result in end of project rates for salvage/recycling as directed by the Owner during the Pre-construction conference.
- 3. Quality Assurance** - The Contractor shall continuously monitor the disposal, recycling, salvage and reuse of materials generated by the Project to confirm compliance with the waste management plan and provide a report to the project team at each progress meeting.
- 4. Waste Management Plan** - The Contractor shall develop a plan consisting of waste identification, waste reduction work plan and cost/revenue analysis. The plan should include separate sections for demolition and construction waste.
- 5. Salvaging Demolition Waste**
 - 5.1 Salvage of items for sale or donation by the Contractor or subcontractors is not permitted.
 - 5.2 Salvaged items for Owner's use:
 - 5.2.1 Clean salvaged items;
 - 5.2.2 Pack or crate items and properly identify contents on the container;
 - 5.2.3 Store items in a secure area until delivery to Owner;
 - 5.2.4 Transport items to Owner's designated storage area.
- 6. Recycling Demolition and Construction Waste, General** - Separate recyclable waste by type at project site to maximum extent practical.
 - 6.1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the project site.
 - 6.2. Remove recyclable waste off Owner's property and transport to recycling receiver or processor within a reasonable time after an appropriate amount has been accumulated.

Section 017000 Contract Close-out

1. General (see UGC Article 12)

- 1.1 Project closeout is hereby defined to include requirements near the end of the contract time, in preparation for Substantial Completion acceptance, occupancy by Owner, release of retainage, final acceptance, final payment and similar actions evidencing completion of the work.
- 1.2 Time of closeout is directly related to completion and acceptance and may either be a single time period for the entire project, or a series of times for individual portions or phases of the project that have been certified as substantially complete at different times.
- 1.3 If the project is to be accepted in phases, whether by originally specified project scope or by subsequent agreement between the parties, then the project closeout requirements shall

pertain to each separately accepted portion or phase of the project. All required documentation for the portion of the project to be occupied early shall be furnished by the Contractor to the Owner on, or before, the date of early occupancy by the Owner. Such early occupancy of any portion of the Work will not waive the Contractor's obligations to complete the remaining Work within the Contract Time specified in the contract.

2. Record Documents (see UGC 6.2)

2.1 Record documents for project closeout shall include, but not necessarily limited to the following, which are required for substantial completion:

- As-built record drawings;
- As-built record specifications;
- Operating & maintenance manuals;
- Record approved submittals and samples;
- Certificate of no asbestos products incorporated in project;
- Completed punch lists.

3. Required Documents

3.1 Required documents for final payment to be released included final versions of all of the above and the following:

- Final release of claims and liens;
- Affidavit of payment of debts and claims;
- Consent(s) of surety;
- Certificate of Substantial Completion;
- City of Houston Certificate of Compliance (Occupancy) for Project;
- Final Change Order (if applicable);
- Final Application for Payment;
- Contractor's Letter for Confirmation of General Guarantee;
- Subcontractor and Material Suppliers' Release and Guarantee, notarized;
- Transmittal Listing Keys turn over to HCC Director of Operation and Maintenance;
- Completed SWPPP documents and Notice of Termination;
- Completed commissioning and closeout manuals.

4. Requirements for Substantial Completion (see UGC 12.1.1)

4.1 Prior to requesting Architect/Engineer (A/E) and Owner to schedule a Substantial Completion, or Pre-Final inspection, the Contractor shall complete the following and list known exceptions in the request:

- 4.1.1 Contractor's payment request should reflect a minimum of 95% completion for all applicable work.
- 4.1.2 Provide A/E, Project Manager and Owner with a complete copy of the Contractor's most current punch list.
- 4.1.3 Submit to the A/E for review a full set of as-built record drawings and specifications.
- 4.1.4 Submit to the A/E, Project Manager and Owner for review preliminary copies of the operating and maintenance manuals.
- 4.1.5 Submit release enabling Owner's full and unrestricted use of the work and access to service and utilities, including operating certificates and similar releases.

4.1.6 Contractor shall make provisions for final changeover of locks with the Owner's personnel.

4.1.7 Complete initial clean up requirements as described in the specifications.

4.2 The Contractor shall ensure that the work is ready for inspection and/or reinspection. If the work is found not to be as stated in the Contractor's punch list or the items have not been substantially corrected/completed; the inspection will be terminated.

5. Requirements for Final Acceptance (see UGC 12.1.2)

Prior to requesting Project Manager to schedule final inspection for the project, the Contractor shall complete the following:

5.1 Prepare draft payment request showing 100% completion for each line item on the schedule of values, including all appropriate releases and supporting documentation.

5.2 Submit a copy of the pre-final punch list which includes evidence that each item has been completed or otherwise resolved.

5.3 Submit final meter readings for utilities as of the time when the Owner took possession.

5.4 Transmit completed commissioning and close-out manuals to the Owner.

5.5 Complete final cleaning and touch-up.

5.6 Submit final payment request.

5.7 Submit evidence of final and continuing insurance coverage complying with applicable insurance requirements.

6. Operating and Maintenance Manuals (see UGC 6.2.3 & 6.2.4)

6.1 Contractor shall organize operating and maintenance manual information into suitable sets of manageable size, and bind into individual binders properly tabbed and indexed. Two complete copies of each bound operating and maintenance manual shall be provided to the Owner and one complete copy for the A/E.

6.2 The requirements of this section are separate, distinct and in addition to product submittal requirements that may be established by this and other sections of the specifications.

6.3. Material and equipment data required by this section is intended to include all data necessary for the proper installation, removal, normal operation, emergency operation, startup, shutdown, maintenance, cleaning, adjustment, calibration, lubrication, assembly, disassembly, repair, inspection, trouble shooting and service of the equipment or materials.

7. Record Product Submittals

During progress of the work, maintain approved copies of each product data submittal and shop drawings, and mark-up significant variations in the actual work in comparison with submitted information. A separate binder with one copy of all MSDS sheets for any and all products incorporated into the project shall be maintained during the course of the project, this binder shall be included in the record submittal documents.

8. Record Sample Submittals

Immediately prior to the date(s) of Substantial Completion, arrange for A/E, Project Manager and Owner to meet with Contractor at the project site to determine which (if any) of the submitted samples or mock-ups maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes.

9. Commissioning and Close-out Manual

The Contractor shall incorporate all commissioning and closeout documentation and/or verification not included in the operating and maintenance manuals, into a manual for transmittal to the Owner

Section 019100 General Commissioning Requirements

1. Scope of Work Included

- 1.1 It is of primary concern that all operable systems installed in the project perform in accordance with the Construction Documents and the specified Owner's operational needs. This is particularly critical for systems affecting life safety, building controls, plumbing, HVAC, lighting and power delivery systems. The process of assuring such performance is achieved is commonly referred to as "Commissioning".
- 1.2 This section establishes minimum general and administrative requirements pertaining to start-up and commissioning of equipment, devices, and building systems. Additional technical and operational requirements for particular systems and components are established in the various technical sections of the specifications. The Contractor is solely responsible for the Commissioning process.

2. Commissioning Plan

- 2.1 The Contractor shall prepare a detailed commissioning plan to identify the following:
 - 2.1.1 Project commissioning team members;
 - 2.1.2 Commissioning activities;
 - Pre-functional tests;
 - Start-up tests;
 - Functional tests;
 - System integration testing.
 - 2.1.3 The Contractor shall properly document the results of each phase of the commissioning plan and coordinate with the Architect/Engineer (A/E) and Owner to remedy any failures to achieve the specified performance levels.
- 2.2 The Contractor shall incorporate the commissioning plan into the project baseline schedule to reflect dates and durations of all commissioning activities.

3. Equipment Documentation Requirements

The Contractor shall develop a complete equipment matrix/list of all equipment, devices and systems which will be presented to the project commissioning team at the Pre-commissioning conference. The following information should be included on the matrix/list:

- Brief equipment identification text;
- Equipment or device i.d. number;
- Start-up inspection required;
- Associated building system;
- Governing specification section;
- Appropriate submittal reference number(s);
- Installation location (room number or column coordinates).

4. Test Equipment

- 4.1 The Contractor and subcontractors shall provide all specialized tools, test equipment and instruments required to execute start-up, checkout and functional performance testing of equipment under their contracts.
- 4.2 Test equipment shall be of sufficient quality and accuracy to test and/or measure system performance within tolerances specified. A testing laboratory shall have calibrated the

test equipment within the previous twelve months. Calibration shall be NIST traceable and in accordance with the manufacturer's recommendations.

5. Pre-commissioning Meeting

- 5.1 The Contractor shall conduct the Pre-commissioning meeting and review all aspects of the commissioning plan. All documentation will be discussed and test procedures will be reviewed for approval by the Owner.
- 5.2 The Contractor shall establish target dates for each of the commissioning activities and these will be discussed at all future project progress meetings.

6. Pre-installation Meeting - The Contractor shall schedule a pre-installation meeting for the work of each major building system. This meeting shall be scheduled following approval of system submittals and prior to commencement of system installation work.

7. Contractor's Verification of Installation

The Contractor shall perform a review of all tests to confirm completion and compliance with the specified performance specifications. The Contractor shall verify:

- Each component device has been properly installed;
- All shop drawings and product data submittals have been approved;
- All valve charts, wiring diagrams, control schematics, electrical panel directories, etc. have been submitted, approved and properly installed;
- All tabulated data has been submitted for each system and/or device as required by the specifications;
- All test reports and/or certifications required have been submitted and accepted;
- Any and all deficiencies have been corrected and re-tested to conformance with the specifications.

8. Contractor's Operational Testing

- 8.1 The Contractor shall operate, or cause to be operated each system, device or equipment item, both intermittently and continuously, for the appropriate duration as set forth in the specifications and/or in accordance with the manufacturer's recommendations. These operations will be documented as a functional test.
- 8.2 Each component device and each building system shall be exercised to the full extent of its capability, from minimum to maximum, and under automatic control, where it is applicable, as well as checking manual operation.

9. Integrated System Demonstration

- 9.1 After successful completion and subsequent documentation of all system operations, the Contractor shall schedule a meeting with the project commissioning team to review the demonstration of all integrated systems within the facility.
- 9.2 The demonstration(s) shall included not only normal operating conditions over the entire operating range, but also failure modes such as major component failure and loss of power.

10. Owner Training

- 10.1 Training shall consist of classroom type sessions followed by on-site demonstrations of system operations.
- 10.2 The Contractor shall provide a minimum of eight hours of video recording of the training, with audio. The Owner will designate which portions of the training will be recorded. The video shall be produced in a professional manner.

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Uniform General Conditions for Houston Community College Building Construction Contracts

Article 1. Definitions

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

1.1 **Architect/Engineer (A/E)** 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 the Owner and Contractor, signed by the Owner, the Contractor and the Architect/Engineer.

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 **Contingency Expenditure Authorization (CEA)** means a written document executed by Owner authorizing the expenditure of Owner's Construction Contingency to fund minor changes in the work and unforeseen conditions. Requests for expenditures from the Owner's Construction Contingency shall be submitted as a **Contingency Expenditure Proposal (CEP)**.

1.7 **Contract** means the entire agreement between the Owner and the Contractor, including all of the Contract Documents.

1.8 **Contract Date** is the date when the Contractor between the Owner and the Contractor becomes effective.

1.9 **Contract Documents** means those documents identified as a component of the agreement (contract) between the Owner and the Contractor. These may include, but are not limited to, Drawings, Specifications, General, Supplementary and Special Conditions, all pre-bid and/or pre-proposal addenda.

1.10 **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.

1.11 **Contract Sum** means the total compensation payable to the Contractor for completion of the Work in accordance with the terms of the Contract.

- 1.12 **Contract Time** means the period between the Start Date identified in the Notice to Proceed and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by Change Order.
- 1.13 **Date of Commencement** means the date designated in the Notice to Proceed for the Contractor to commence the Work.
- 1.14 **Day** means a calendar day, unless otherwise specifically stipulated.
- 1.15 **Drawings** mean that product of the Architect/Engineer which graphically depicts the Work.
- 1.16 **Final Completion** means the date determined and certified by the Architect/Engineer and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.17 **Owner** means Houston Community College, the State of Texas and any Agency of the State of Texas, acting through the responsible entity of Houston Community College identified in the Contract as the Owner.
- 1.18 **Owner's Construction Contingency** means a contingency fund created by Owner as part of the Contract Sum to cover the cost of unforeseen conditions that that develop during the Construction Phase which the Contractor could not have anticipated or discovered through the exercise of reasonable care during Pre-Construction Phase.
- 1.19 **Owner's Designated Representative (ODR)** means the individual assigned by the 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.
- 1.20 **Owner's Project Allowance** means amounts designated by the Owner to use for items which require further development of the Drawings and Specifications by the Architect following establishment of the Contract Sum. Requests for expenditures from the Owner's Project Allowances must be submitted as an Allowance Expenditure Proposal (**AEP**).
- 1.21 **Project** means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all contractual and warranty obligations.
- 1.22 **Sample** means 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.
- 1.23 **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 Architect/Engineer.
- 1.24 **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.
- 1.25 **Site** means the geographical area of the location of the Work.
- 1.26 **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 Uniform General Conditions.
- 1.27 **Specifications** mean the written product of the Architect/Engineer 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.

1.28 **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.

1.29 **Substantial Completion** means the date determined and certified by the Contractor, Architect/Engineer 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.

1.30 **Supplementary General Conditions** mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.

1.31 **Unit Price Work** means Work or a portion of the Work paid for based on incremental units of measurement.

1.32 **Unilateral Change Order (ULCO)** means a Change Order issued by the Owner without the agreement of the Contractor.

1.33 **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, the 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 the Owner. The specified wage rates are minimum rates only. The Owner is not bound to pay any claims for additional compensation made by any 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 the 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 the 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 the 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 Owner 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. Nothing herein shall prevent the Contractor or Subcontractor from seeking reimbursement for such amounts under the terms of its subcontracts or sub-subcontracts.

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, the Owner will, within 31 days, make an initial determination as to whether good cause exists that a violation occurred. The 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, the 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 the Owner in a written document countersigned by the worker.

2.2.1.4.3 **Arbitration Required.** If the violation is not resolved within 14 days following initial determination by the Owner, the Contractor and the claimant worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Tex. Civil Prac. & Rem. Code Chapter 171. For a period not to exceed 10 days, after which, if no agreement reached, a district court may be petitioned by any of the parties to the arbitration to appoint an arbitrator whose decision will be binding on all parties.

2.2.1.4.4 **Arbitration Award.** If an arbitrator assesses an award against the Contractor, the Contractor shall promptly furnish a copy of said award to the Owner. The Owner may use any amounts retained under Article 2.2.1.4.1 to pay the worker the amount as designated in the arbitration award. If the retained funds are insufficient to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor, and/or the surety to receive the amount owed, plus attorneys' fees and court costs. The Owner has no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award.

2.2.1.4.5 **No Extension of Time.** If the Owner's determination proves valid that good cause existed to believe a violation had occurred, the Contractor is not entitled to an extension of time for any delay arising directly or indirectly from of the arbitration procedures set forth herein.

2.3 **Venue for Suits.** The venue for any suit arising from this contract will be in a court of competent jurisdiction in Houston, Harris 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 the 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 the Owner harmless from loss on account thereof.

2.6 **State Sales and Use Taxes.** The 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 must, to the fullest extent possible, 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.** The 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 the Owner, Contractor, Architect/Engineer (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 the Owner's Designated Representative (ODR), who has the express authority to act and bind the Owner to the extent and for the purposes described in 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 the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.

3.1.2.2 All directives on behalf of the Owner will be conveyed to the Contractor by the ODR in writing.

3.1.3 **Owner Supplied Materials and Information.**

3.1.3.1 The 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 The Owner will provide information, equipment, or services under the Owner's control to the Contractor with reasonable promptness.

3.1.4 **Availability of Lands.** The 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. The 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 The 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. The Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. The 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 Subcontractor, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of the Contractor.

3.1.5.2 The 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 Architect/Engineer. Unless specified otherwise in the Contract between the Owner and the Contractor, the AE shall provide general administration services for the 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 the 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 the Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to the 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, the 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 the Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, the Contractor shall so notify the Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on Architect/Engineer 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 furnish to the ODR one copy of the current edition of Means Facility Cost Data at no additional cost. This document shall be in either hard copy format or electronic CD, at option of the ODR.***

3.3.1.2 ***The Contractor shall furnish to the ODR one copy of the current edition of the "Rental Rate Blue Book for Construction Mobilization Costs" at no additional cost. This document shall be in either hard copy format or electronic CD, at option of the ODR.***

3.3.2 **Contractor's Superintendent.** Contractor shall 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. Contractor may 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.** Contractor shall 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, Contractor shall 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 non-compliant 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.** Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection. The 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 the 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 Contract between the Contractor and the 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. The Contractor shall 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. The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after its execution. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the 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 the Owner.

3.3.7 **Continuing the Work.** The Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with the Owner. The Contractor shall not delay or postpone any Work because of the pending resolution of any disputes, disagreements or processes, except as the Owner and the Contractor may agree in writing.

3.3.8 **Cleaning.** At all times, the Contractor shall 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 his employees and all its Subcontractors, their agents and employees. The 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, the Owner and the elected officials, employees, officers, directors, volunteers, and representatives of the Owner, 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 the Owner 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 performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, officers or employees, 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 The Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner 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.** The Contractor shall 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 the 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 the 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 the 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, sprinklers, 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 The 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 the Owner awards separate Contracts:

3.3.12.1 The 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 The Owner reserves the right to perform operations related to the Project with the Owner's own forces.

3.3.12.3 If Owner awards a separate contract, 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 Owner's separate Contractors employed on the Project, including providing access to Site and Project information as requested.***

Article 4. Small Business (SB) Development Plan

4.1 **General Description.** The purpose of the Small Business (SB) Development Program is to promote equal business opportunities for economically disadvantaged businesses to contract with the HCC in accordance with the goals specified in HCC Small Business Requirements.

4.2 **Compliance with Approved SB Subcontracting Plan.** Contractor, having been awarded this Contract in part by complying with the SB Development Program policies, hereby covenants to continue to comply with the SB Program as follows:

4.2.1 Prior to substituting a SB Subcontracting Plan the Contractor will promptly notify the Owner in the event a change is required for any reason; the Owner must approve and accept the substituted SB Subcontracting Plan.

4.2.2 Conduct the good faith effort activities required and provide the Owner with necessary documentation to justify approval of a change to the approved SB Subcontracting Plan.

4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the SB Subcontracting Plans as the Contractor and Owner may agree to.

4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted SB Subcontracting Plan.

4.2.5 Submit to Owner a compliance report, in the frequency and format required by the Owner that demonstrates Contractor's performance of the SB Subcontracting Plan.

Article 5. Bonds & Insurance

5.1 **Construction Bonds.** The Contractor is required to tender to Owner, prior to commencing the Work, public works performance and payment bonds, as required by Texas Government Code Chapter 2253.

5.1.1 A **Performance Bond** is required if the Contract Sum is in excess of \$100,000. The Performance Bond is solely for the protection of the 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 the form of bond approved by the Attorney General of Texas. The Performance Bond shall be effective through the Contractor's warranty period.

5.1.2 A **Payment Bond** is required if the Contract Sum is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to the 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 the bond approved by the Attorney General of Texas.

5.1.3 **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 the Owner, on the Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the 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 10 percent 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 the Owner.

5.1.4 **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.

5.1.5 **Bond Indemnification.** The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government 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 THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

5.1.6 **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 Texas Government Code §2253.026.

5.1.7 **Claims on Payment Bonds.** Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Texas Government 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 the Owner may result in loss of their rights against the Contractor and/or his surety. The 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.

5.1.8 **Payment Claims when Payment Bond not Required.** The rights of Subcontractors regarding payment are governed by Texas Property Code §§ 53.231 – 53.239 when the value of the Contract between the 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.

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

5.2 **Insurance Requirements.** The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The required insurance shall include coverage for Owner's property in the care, custody and control of Contractor prior to construction, during construction and during the warranty period. The insurance shall be evidenced by delivery to the Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. The Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to the Owner.

5.2.1 The Contractor shall provide and maintain the insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions. Failure to maintain insurance coverage, as required, is grounds for Suspension of Work for Cause pursuant to Article 14. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated through Substantial Completion Notices, Acceptance Notices and/or other means as deemed appropriate by the Owner.

5.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-X or better by A.M. Best Company or otherwise acceptable to Owner.

5.2.2.1 **Insurance coverage required includes:**

5.2.2.1.1 **Workers' Compensation.** Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to the Owner, Employer's Liability insurance of not less than:

\$100,000 each accident
\$100,000 disease each employee
\$500,000 disease policy limit

5.2.2.1.2 Commercial General Liability Insurance. Including Independent Contractor's liability, Products and Completed Operations and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring Contractor's (or Subcontractors) liability for bodily injury and property damage with a combined bodily injury (including death) and property damage minimum limit of:

\$1,000,000 Occurrence
\$2,000,000 Aggregate
\$2,000,000 Completed Operations
\$1,000,000 Personal Injury
\$ 500,000 Fire Damage
\$ 5,000 Medical Payments

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, underground hazards. The policy shall include endorsement CG2503 Amendment-Aggregate Limits of Insurance (Per Project) or its equivalent.

5.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The Combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

*Specific Requirement for Claims-Made Form: Required period of coverage will be determined by the following formula: Continuous coverage for life of the contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

If this contract is for asbestos abatement only, the All-Risk Builder's Risk or All-Risk Installation Floater (e) is not required.

5.2.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.2.1.5 All Risk Builder's Risk Insurance (or All Risk Installation Floater for instances in which the Project involves solely the installation of equipment). Coverage shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood, Earthquake, Theft and damage resulting from faulty workmanship, design or materials. If Builder's Risk, limit shall be equal to 100 percent of the contract. If Installation Floater, limit

shall be equal to 100 percent of the contract cost. The policy shall be written jointly in the names of the Owner, the Program Manager, Project Manager, Project Architect, the Contractor, Subcontractors and, Sub-Subcontractors, which shall be named as additional insureds. The policy shall have endorsements as follows:

5.2.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

5.2.2.1.5.3 Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear; the right of subrogation under the Builder's Risk policy shall be waived as to the Owner. The Owner shall be named as Loss Payee. For renovation projects or projects that involve portions of work contained within an existing structure, refer to Special Conditions for possible additional Builder's Risk insurance requirements.

5.2.2.1.6 "Umbrella" Liability Insurance. The Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring the Contractor (or Subcontractor) as follows:

\$2,000,000 for all projects estimated to cost up to \$25,000,000.

\$5,000,000 for all projects estimated to cost over \$25,000,000.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

If this contract is for asbestos abatement only, the "Umbrella" Excess Liability is not required

5.2.3 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed until after sixty (60) days prior written notice has been given to the Owner.

5.2.3.2 It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Owner for liability arising out of operations under the Contract with the Owner.

5.2.3.3 The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.

5.2.3.4 The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

5.2.4 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall require each Subcontractor performing work under the Contract, at the Subcontractor's own

expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Contractor may include its Subcontractors as additional insured on its own coverage as prescribed under these requirements. The Contractor's certificate of insurance shall note in such event that the Subcontractors are included as additional insured's and that Contractor agrees to provide Workers' Compensation for the Subcontractors and their employees. The Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Contractor must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

5.2.5 Workers' Compensation Insurance Coverage must meet the statutory requirements of the Texas Labor Code §401.011(44) and specific to construction Projects for public entities as required by Texas Labor 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-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 6. Contract Documents

6.1 Drawings and Specifications.

6.1.1 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.

6.1.2 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 by Contractor on any other Project, and with the exception of one Contract set for each party to the Contract, are to be returned to the Architect/Engineer, upon request, following completion of the Work.

6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Agreement between the Owner and the Contractor are complimentary, and what is required by one shall be as binding as if required by all.

6.1.4 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.

6.1.5 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 the 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 installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications

6.1.6.1 ***The Owner does not warrant or make any representations as to the accuracy or completeness of the information furnished to the Contractor by the 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.

6.1.6.2 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.

6.1.6.3 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.

6.1.6.4 When performing as a Design-Build firm, the Contractor has sole responsibility for discrepancies, errors, and omissions in the drawings and specifications.

6.1.6.5 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.

6.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies unless the Contractor knowingly failed to report a recognized problem to the Owner or the Work is executed under a Design-Build or Contractor 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.

6.2 **Requirements for Record Documents.** The Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved Submittals, Contract modifications, and all Project correspondence. The Contractor shall 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. The Contractor shall provide Owner and AE access to these documents.

6.2.1 The Contractor shall 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. The Contractor shall make available all records prescribed herein for reference and examination by the Owner and its representatives and agents.

6.2.2 The Contractor shall update the "As-Constructed" Drawings and Specifications monthly prior to submission of periodic partial pay estimates. Contractor's failure to maintain such records constitutes cause for denial of a progress payment otherwise due.

6.2.3 Prior to requesting Substantial Completion Inspection by the ODR and AE, the Contractor shall 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, the Contractor shall 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.

6.2.4 Once determined acceptable, the Contractor shall provide one set of prints of professionally drafted "As-Constructed" drawings, along with an electronic copy on CD, "As-Constructed" specifications in bound volume(s) along with an electronic copy on CD, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the Contract Documents. **All electronic copies shall be provided in a format acceptable to the ODR.**

Article 7. Construction Safety

7.1 **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.

7.2 **Notices.** The Contractor shall provide notices as follows:

7.2.1 Notify owners 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.

7.2.2 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 the Owner and its agents as requested.

7.3 **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.

7.3.1 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.

7.3.2 Give the ODR and AE prompt notice of all such events.

7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify the Owner within 72 hours of the emergency response event.

7.3.4 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.

7.4 **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.

7.4.1 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.

7.4.2 Supply the ODR and AE with an incident report no later than 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.

7.5 **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.

7.5.1 Bind all Subcontractors to the same duty.

7.5.2 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.

7.5.3 The Owner may hire third-party Contractors to perform any or all such steps.

7.5.4 Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, the Owner will make an equitable adjustment to the Contract price and/or the time of completion, and modify the Contract in writing accordingly.

7.6 **Trenching Plan.** When the Project requires excavation which either exceeds a depth of four 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 8 Quality Control

8.1 **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 the 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.

8.2 **Testing.**

8.2.1 **Contractor Testing.** The Contractor is responsible for coordinating and paying for all routine and special tests required 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.

8.2.1.1 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.

8.2.1.2 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.

8.2.1.3 Routine, preliminary, start-up, pre-functional and operational testing of building equipment and as necessary to confirm operational compliance with requirements of the Contract Documents.

8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.

8.2.2 **Owner Testing.** The Owner reserves the right to subject materials 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.

8.2.3 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to the Owner. Results of all tests shall be provided promptly to the ODR, Architect/Engineer and the Contractor.

8.2.4 **Non-Compliance (Test Results).** Should any of the tests indicate that a material and/or does not comply with the contract requirements, the burden of proof remains with the Contractor, subject to:

8.2.4.1 Contractor selection and submission of the laboratory for Owner acceptance.

8.2.4.2 Acceptance by the Owner of the quality and nature of tests.

8.2.4.3 All tests taken in the presence of the Architect/Engineer and/or ODR, or their representatives.

8.2.4.4 If tests confirm that the materials comply with Contract Documents, the Owner will pay the cost of the test.

8.2.4.5 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.

8.2.4.6 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.

8.2.5 **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 observe such inspection, testing or approval.

8.2.6 **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.

8.2.7 **Covering Up Work** - If the Contractor covers up any Work without providing the Owner an opportunity to inspect, the Contractor shall, if requested by ODR, uncover and recover the work at Contractor's expense.

8.3 **Submittals**

8.3.1 **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.

8.3.1.1 Within twenty-one (21) 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 Architect/Engineer 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.

8.3.1.2 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 Architect/Engineer 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 maximum of fourteen (14) business days' duration after receipt by the Architect/Engineer and ODR for review and approval of each submittal. If re-submittal is required, allow a maximum of an additional fourteen (14) business days for review. Submit the updated submittal register with each request for progress payment. The 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.***

8.3.1.3 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.

8.3.1.4 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.

8.3.2 **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 the Owner's written specific approval of the particular deviation.

8.3.3 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.

8.3.4 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.

8.3.5 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 the Owner for review costs and if the request satisfies in 8.3.5.1, 8.3.5.2, and 8.3.5.3 in combination with one or more of the items in 8.3.5.4 through 8.3.5.11 of the following conditions, as determined by the 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. The 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.

8.3.5.1 The Contract Documents do not require extensive revisions.

8.3.5.2 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 the Owner.

8.3.5.3 The request is timely, fully documented, and properly submitted.

8.3.5.4 The Contractor cannot provide the specified product, assembly or method of construction within the Contract Time.

8.3.5.5 The request directly relates to an "or-equal" clause or similar language in the Contract Documents.

8.3.5.6 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents.

8.3.5.7 The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities the Owner must assume.

8.3.5.8 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and the ODR can approve the requested substitution.

8.3.5.9 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.

8.3.6 **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 the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 **Field Mock-up**

8.4.1 Mockups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing, exterior veneer/ finishes, glazing, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mockups for not part of the Project scope shall not be required.

8.4.1.2 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 the Owner.

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

8.5 **Inspection During Construction**

8.5.1 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 the Owner and its agents.

8.5.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, do not cover up corrected Work until the Owner indicates approval.

8.5.2.2 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 9. Project Scheduling Requirements

9.1 **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 the Owner and may subject the Contractor to Liquidated Damages as provided in the Contract Documents.

9.2 **Notice to Proceed.** The 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.

9.3 **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 Contractor 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 the Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the contract duration.

9.3.1 **Schedule Requirements.** The Contractor shall 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. The Contractor shall organize and provide adequate detail so the Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 The Contractor shall re-submit initial Schedule as required to address review comments from AE and ODR until such Schedule is accepted as the Baseline Schedule.

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

9.3.2 **Schedule Updates.** The Contractor shall 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. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The Contractor shall 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 the Owner's concurrence when in the Contractor's judgment it becomes necessary for the management of the Work. The Contractor shall 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.

9.3.3 **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 the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule, schedule update or revision constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.

9.3.3.1 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.

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

9.3.3.3 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.

9.4 **Ownership of Float.** Unless indicated otherwise in the Contract Documents, the Contractor shall develop the schedule and their execution plan to provide a minimum of 10 percent 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 the Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

9.5 **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.

9.5.1 If, in the judgment of the 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 the Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expedite delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 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.

9.6 **Modification of the Contract Time**

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 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. The 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.

9.6.2.1 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, the Owner may issue a ULCO for fair and reasonable time extension.

9.6.2.2 **Excusable Delay.** The Contractor is entitled to an equitable adjustment of time, issued via change order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design which the AE corrects by means of changes in the drawings and specifications.

9.6.2.2.2 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.

9.6.2.2.3 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.

9.6.2.2.4 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.

9.6.2.2.5 Suspension of Work for convenience of the ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 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 11.

9.7 **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 the Owner.

9.8 **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.

9.9 **Other Time Extension Requests.** Time extensions requested in association with changes to the Work directed or requested by the Owner shall be included with the Contractor’s proposed costs for such change. Time extensions requested for inclement weather are covered by paragraph 9.6.2.1 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.

9.9.1 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 11.

9.9.2 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.

9.9.3 **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:

9.9.3.1 The nature of the delay and its cause; the basis of the Contractor's claim of entitlement to a time extension.

9.9.3.2 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.

9.9.3.3 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.

9.9.4 **Owner's Response.** The 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.

9.9.4.1 The Owner will not grant time extensions for delays that do not affect the Contract Completion Date.

9.9.4.2 The Owner will respond to each properly submitted Time Extension Request within fifteen (15) calendar days following receipt. If the Owner cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, the Owner will notify the Contractor in writing. Unless otherwise agreed by the Contractor, the Owner has no more than fifteen (15) additional calendar days to prepare a final response. If the 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.

9.10 **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 the Owner. These damages may be liquidated by agreement of the Contractor and the Owner, as set forth in the Contract Documents.

9.11 **Liquidated Damages.** The 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 10. Payments

10.1 **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.

10.1.1 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 calendar (21) 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, expenditures from Owner's Construction Contingency, and expenditures from Owner's Project 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.

10.1.2 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 the 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.

10.2 **Progress Payments.** The Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on site, or as otherwise agreed to by the 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. The Owner will not process progress payment applications for Change Order work until all parties execute the Change Order.

10.2.1 **Preliminary Pay Worksheet** once each month that a progress payment is to be requested, the Contractor shall submit to the Architect/Engineer and the ODR a complete, clean copy of a preliminary pay worksheet or Preliminary Pay Application, to include the following:

10.2.1.1 The Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values.

10.2.1.2 An updated Work Progress Schedule including the Executive Summary and all required schedule reports.

10.2.1.3 Small Business Subcontracting Plan reports

10.2.1.4 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents.

10.2.2 **Contractor's Application for Progress Payment.** As soon as practicable, but in no event later than seven 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 Texas Government Code Chapter 2251. No invoice is complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

10.2.3 Certification by Architect/Engineer. Within five 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.

10.3 Owner's Duty to Pay. The Owner has no duty to pay the Contractor except on receipt by the ODR of; 1) a complete Invoice certified by the AE and 2) the Contractor's updated Work Progress Schedule, and 3) confirmation that the Contractor's as-built documentation at the site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by the Owner and AE to be on-site or otherwise properly stored may be limited to 85 percent of the invoice price or 85 percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. The 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 Texas Government Code Chapter 2252, Government Code, subchapter B.

10.3.2.1 The Contractor shall provide written consent of its Surety for any request for reduction or release of retainage.

10.3.2.2 The Project must be Substantially Complete before the Owner will consider a retainage reduction or release.

10.3.3 Price Reduction to Cover Loss. The Owner may reduce any Periodic Invoice, or application for Progress Payment, prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor including, but not limited to:

10.3.3.1 Defective or incomplete Work not remedied.

10.3.3.2 Damage to Work of a separate Contractor.

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time.

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents.

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the contract sum.

10.3.3.6 Assessment of fines for violations of Prevailing Wage Rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to the Owner upon payment.

10.3.4.1 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 the Owner to require the fulfillment of all the terms of the Contract.

10.4 **Progress payments to the Contractor** do not release the Contractor or its surety from any obligations under this Contract.

10.4.1 Upon the Owner's request, the Contractor shall furnish proof of the status of Subcontractor's accounts in a form acceptable to the Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.

10.4.3 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.

10.4.4 For purposes of Tex. Gov't Code § 2251.021 (a) (2), the date the performance of service is complete is the date when the Owner's representative approves the application for payment.

10.5 **Off-Site Storage**. With prior approval by the 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 the Owner.

10.5.1 Store materials in a Bonded Commercial Warehouse.

10.5.2 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 the Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. The Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 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.

10.5.5 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.

10.5.6 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.

10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

10.5.8 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 11. Changes

11.1 **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 Architect/Engineer, 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, the Owner may issue a Construction Change Directive that will have the full force and effect of a contract modification. The issuance of a Construction Change Directive does not prejudice the Contractor's rights to make claims or to appeal disputed matters under terms of the Contract.***

11.1.1 The 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.

11.1.2 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.

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

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

11.1.5 The Contractor agrees that the 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. Further, the Contractor agrees to include in all its subcontracts a

provision giving the 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.

11.2 **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 the 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.

11.3 **Claims for Additional Costs**

11.3.1 The Contractor shall provide written notice to the Owner and the Architect/Engineer within ninety (90) 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 7.3. 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.

11.3.2 The notice provisions of Article 11.3.1 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 the Owner to stop the Work pursuant to Article 14 where the Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Article 11.4.

11.3.3 Should the Contractor or his Subcontractor 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, the Owner may assume intent to circumvent competitive bidding for necessary corrective work. In such case, the 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 the Owner.

11.4 **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.

11.5 **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 Architect/Engineer shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, the Architect/Engineer, 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.

11.6 **Extension of Time.** All Changes to the Contract Time shall be made as a consequence of requests as required under Article 9.6, and as documented by Change Order as provided under Article 11.1.

11.7 **Administration of Change Order Requests.** All changes in the Contract shall be administered in accordance with procedures approved by the Owner, and when required make use of such electronic information management as the owner may employ.

11.7.1 Routine changes in the Construction Contract shall be formally initiated by the Architect/Engineer by means of a Change Order 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 Architect/Engineer and ODR will be required for authorization to proceed with the Work being changed. The 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.

11.7.2 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.

11.7.3 Emergency changes to save life or property may be initiated by the Contractor alone (see Article 7.3) 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.

11.7.4 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.

11.8 **Pricing Change Order Work**

11.8.1 All proposed costs for changes in the 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. All changes in the work are subject to audit by Owner or its representatives at any time in accordance with the Contract Documents, and sums due to the Contractor for changes in the work may be adjusted lower as a result of such audit.

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

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

11.8.1.3 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.

11.8.1.4 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.

11.8.2 The amounts that the Contractor and/or its Subcontractors add to a Change Order for profit and overhead will also be considered by the Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to the Owner.

11.8.2.1 For work performed by its forces, the Contractor will be allowed their actual costs for materials, the total amount of actual wages paid for labor, the total actual cost paid for state and federal payroll taxes and for Worker's Compensation. Any additional insurance or bond premium costs shall only be allowed if the change results in a verifiable increase in the premiums that must be paid by the Contractor. To the total of the above costs, the Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance other than mentioned above, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general Home Office expenses, all other general conditions/general requirements costs, and no separate allowance will be made therefor. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total cost of self-performed work is less than or equal to \$10,000, will not exceed 10 percent if the total cost of self-performed work is between \$10,000 and \$20,000, and will not exceed 7.5 percent if the total cost of self-performed work is over \$20,000, for any specific change priced.

11.8.2.1.1 On contracts based on a Guaranteed Maximum Price (GMP), the CM-at-Risk or Design Build Firm shall NOT be entitled to a percentage mark-up on any change order work unless the Change Order increases the Guaranteed Maximum Price. CM-at-Risk or Design Build firms will therefore not be permitted any markups for overhead and profit (including General Conditions or CM Construction Phase Fee), on self-performed work funded from Owner's Construction Contingency or Owner's Project Allowances.

11.8.2.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit, subject to the same calculation and markup limitations described for Contractor self performed work in 11.8.2.1, above. The total amount of combined markup for overhead and profit, for the subcontractor and the Contractor shall not, in any case, exceed 15%.

11.8.2.3 On changes involving both additions and deletions, markups will be allowed only on the net addition, and in accordance with the markup and calculation provisions above. The Owner does not accept and will not pay for additional contract cost identified as indirect, consequential, or as damages caused by delay.

11.9 **Owner's Construction Contingency**

11.9.1 Owner's Construction Contingency is a contingency fund created by Owner as part of the Contract Sum to cover the cost of unforeseen conditions that that develop during the Construction Phase. Expenditures from the Owner's Construction Contingency must be approved in writing by the Owner by CEA.

11.9.2 The Owner's Construction Contingency may **not** be used for Contractor rework, cost increases caused by lack of coordination or communication with the Project Architect or trade Subcontractors.

11.9.3 Proposals for expenditures from the Owner's Construction Contingency must be requested by a Contingency Expenditure Proposal (CEP) and the CEP must conform to the same documentation requirements as are required for Change Order Proposals in Section 11.8.1.

11.9.4 For changes funded from Owner's Construction Contingency, the Contractor shall not be entitled to any markup for overhead or profit, regardless of whether the work is self-performed or performed by subcontractors. For work performed by subcontractors and funded from the Owner's Construction Contingency, the subcontractors will be allowed their actual costs for materials, the total amount of actual wages paid for labor, the total actual cost paid for state and federal payroll taxes and for Worker's Compensation. To the total of the above costs, the subcontractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general Home Office expenses, all other general conditions/general requirements costs, and no separate allowance will be made therefor. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total cost of the work is less than or equal to \$10,000, will not exceed 10 percent if the total cost of the work is between \$10,000 and \$20,000, and will not exceed 7.5 percent if the total cost of the work is over \$20,000, for any specific change priced.

11.9.5 The determination of whether changes in the work are funded from the Owner's Construction Contingency by a CEA or by Change Order will be at the Owner's sole discretion.

11.9.6 The balance of any remaining Owner's Construction Contingency funds belong to the Owner and shall be credited to the Owner at the end of the Project by deductive Change Order, including a credit for overhead and profit on the unused funds.

11.10 Owner's Project Allowances

11.10.1 As the Drawings and Specifications may not be finished at the time the Contract is awarded, the Contractor shall provide amounts for the Owner's Project Allowances in the Contract Sum. Allowances shall be limited to use for items which require further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Contingency Expenditure Authorization (CEA) or Change Order.

11.10.2 Proposals for expenditures from the Owner's Project Allowances must be requested by an Allowance Expenditure Proposal (AEP) and the AEP must conform to the same documentation requirements as are required for Change Order Proposals in Section 11.8.1.

11.10.3 For changes funded from Owner's Project Allowances, the Contractor shall not be entitled to any markup for overhead or profit, regardless of whether the work is self-performed or performed by subcontractors. For work performed by subcontractors and funded from the Owner's Project Allowances, the subcontractors will be allowed their actual costs for materials, the total amount of actual wages paid for labor, the total actual cost paid for state and federal payroll taxes and for Worker's Compensation. To the total of the above costs, the subcontractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general Home Office expenses, all other general conditions/general requirements costs, and no separate allowance will be made therefor. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the

total cost of the work is less than or equal to \$10,000, will not exceed 10 percent if the total cost of the work is between \$10,000 and \$20,000, and will not exceed 7.5 percent if the total cost of the work is over \$20,000, for any specific change priced.

11.10.4 The balance of any remaining Owner's Project Allowances funds belong to the Owner and shall be credited to the Owner at the end of the Project by deductive Change Order, including a credit for any corresponding overhead and profit calculated on such unused funds.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections

12.1.1 **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 Punchlist 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 building from the use to which it is intended, the Contractor shall not request a Substantial Completion Inspection. The 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.

12.1.1.1 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 and like items. Delivery of these items is a prerequisite for requesting the Substantial Completion Inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon, the AE, ODR, the Contractor and other Owner representatives as determined by the Owner, will jointly attend the Substantial Completion Inspection, which shall be conducted by the ODR or their 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 punchlist items (the Pre-Final Punchlist) for completion prior to final inspection. This list may include items in addition to those on the Contractor's punchlist, which the inspection team deems necessary to correct or complete prior to Final Inspection. If the Owner occupies the facility upon determination of Substantial Completion, the Contractor shall complete all corrective Work at the convenience of the Owner, without disruption to Owner's use of the facility for its intended purposes.

12.1.2 **Final Inspection.** The Contractor shall complete the list of items identified on the Pre-Final Punchlist 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 Punchlist 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 Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the ODR, AE and the Contractor will inspect the Work. The AE will submit to the Contractor a Final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 Correct or complete all items on the Final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the Final Punchlist. Upon completion of the Final Punchlist, notify the AE and ODR in writing stating the disposition of each Final Punchlist item. The AE, Owner and Contractor shall promptly inspect the completed items. When the Final Punchlist 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.

12.1.3 **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 the Owner.

12.1.4 **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 workmanlike manner, in compliance with the Contract. Work accepted with incomplete punchlist items or failure of the 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 the Owner's rights under the Contract or relieve the Contractor of its responsibility for performance or warranties.

12.1.5 **Additional Inspections**

12.1.5.1 If the 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.

12.1.5.2 If the 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.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punchlist Items. The cost to the Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of the Contractor. The Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the 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.

12.1.6 **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 Substantially 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.***

12.2 **Owner's Right of Occupancy.** The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should the Owner wish to use or occupy 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 the Owner's behalf does not constitute occupation or use of the Work by the 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 the Owner so as to not disrupt Owner's use of, or access to occupied areas of the Project.

12.3 **Acceptance & Payment**

12.3.1 **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.

12.3.2 **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. The Contractor shall 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 Texas Government Code Chapter 2251. The Contractor shall 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.

12.3.3 **Architect/Engineer 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.

12.3.4 **Offsets and Deductions.** The 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, the Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, the 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.

12.3.5 **Final Payment Due.** Final Payment is due and payable by the Owner, subject to all allowable offsets and deductions, on the 31st day following the Owner's approval of the Application for Payment. If the Contractor disputes any amount deducted by the 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.

12.3.6 **Effect of Final Payment.** Final Payment constitutes a waiver of all claims by the Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects); and/or

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents; and/or

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; and/or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 **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.

12.3.8 **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 13. Warranty & Guarantee

13.1 **Contractor's General Warranty and Guarantee.** Contractor warrants to the Owner that all Work is executed in accordance with the Contract, 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 are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, 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 the Owner, Architect/Engineer or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

13.2 **Warranty Correction 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.***

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

13.3.1 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.

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

13.4 **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:

13.4.1 Observations by Owner and/or AE.

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

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

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

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

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

13.4.7 Any inspection, test or approval by others.

13.5 **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.

13.5.1 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 and equipment.

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

13.6 **Correction of Defects.** Upon receipt of written notice from the Owner, or any agent of the 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 the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

13.7 **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 the 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 14. Suspension and Termination

14.1 **Suspension of Work for Cause.** The Owner may, at any time without prior notice, suspend all or any part of the Work if the 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.

14.1.1 The 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, the Owner will conduct an investigation into the circumstances giving rise to the suspension, and issue a written determination of the findings.

14.1.2 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 reasonable Time Extension will be granted through a Change Order.

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

14.2 **Suspension of Work for Owner's Convenience.** Upon seven (7) calendar days' written notice to the Contractor, the 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 the Owner at any time on seven (7) calendar Days written notice to the Contractor. If the Owner suspends the Work for its convenience for more than 60 consecutive calendar Days, the Contractor may elect to terminate the Contract pursuant to the provisions of the contract.

14.3 **Termination by Owner for Cause**

14.3.1 ***Upon thirty (30) days' written notice to the Contractor and its Surety,*** the 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:

14.3.1.1 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

14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including the ODR; and/or

14.3.1.3 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

14.3.1.4 Failure to remedy defective work condemned or rejected by the ODR; and/or

14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers; and/or

14.3.1.6 Persistent endangerment to the safety of labor or of the Work; and/or

14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the contract; and/or

14.3.1.8 Any material breach of the Contract; and/or

14.3.1.9 The Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the work.

14.3.2 Failure by the Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

14.3.3 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 the Owner that it is prepared to remedy to the condition(s) upon which the notice of termination was based. If the 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 the Owner and the Work shall continue without an extension of time.

14.3.4 If at the conclusion of the thirty (30) day cure period the Contractor or its Surety is unable to demonstrate to the satisfaction of the Owner its ability to remedy the reasons for termination, the 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.

14.3.4.1 Recoverable costs include additional Owner expenses for items such as AE services, other consultants, and contract administration.

14.3.5 The 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 of the Contract Sum, the Contractor or its Surety will pay the difference to the Owner.

14.3.5.1 This obligation for payment survives the termination of the Contract.

14.3.6 The Owner reserves the right, in a 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 the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

14.4 **Termination for Convenience of Owner**. Upon written notice to the Contractor and the AE, the Owner may, without breach, terminate the Contract for any reason.

14.4.1 The notice will specify the effective date of contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or for safety.

14.4.2 Upon receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations:

14.4.2.1 Stop all Work.

14.4.2.2 Place no further subcontracts or orders for materials or services.

14.4.2.3 Terminate all subcontracts.

14.4.2.4 Cancel all materials and equipment orders as applicable.

14.4.2.5 Take appropriate action to protect and preserve all property related to this Contract which is in the possession of the Contractor.

14.4.3 When the Contract is terminated for the Owner's convenience, the Contractor may recover from the 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, the Site 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 the Owner including, but not limited to, claims for lost profits, overhead and profit on Work not performed, or lost business opportunities.***

14.5 **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 the 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, overhead and profit on Work not performed 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.

14.6 **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 the Owner based upon recoverable costs as provided under the Contract. If the Contractor fails to submit a settlement proposal within the time allowed, the Owner may ***unilaterally*** determine the amount due to the Contractor because of the termination.

Article 15. Dispute Resolution

15.1 **Unresolved Contractor Disputes.** The dispute resolution process provided for in Texas Government Code Chapter 2260, shall be used by the Owner and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor, that is not resolved under procedures described throughout the Uniform General Conditions, Supplemental Conditions, or Special Conditions of the Contract.

15.2 **Alternative Dispute Resolution Process.** The Owner may establish a dispute resolution process to be utilized in advance of that outlined in Texas Government Code Chapter 2260.

15.3 Before submitting any matter not resolved in the ordinary course of business to the dispute resolution process provided for in Texas Government Code Chapter 2260, the Contractor shall make a written request to the Owner's designated official in charge of construction contract administration for a determination of the matter in dispute. The written request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the official to consider in reaching his/her determination. The official shall issue a written notice of decision on the request. Within 30 days of the notice of decision, the Contractor may submit a request for reconsideration to the official that particularly states the factual and legal basis for the Contractor's

objections to the official's decision. The official will review his/her decision and consider the basis for reconsideration asserted in the request. The official will issue a written notice of decision following reconsideration which shall be final and conclusive on all matters except for claims of breach of contract which are then subject to the dispute resolution process provide by Chapter 2260.

15.4 ***Nothing herein shall hinder, prevent or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.***

15.5 ***Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.***

Article 16. Miscellaneous

16.1 **Supplemental and Special Conditions.** When the Work contemplated by the 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:

16.1.1 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.

16.1.2 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.

16.2 **Federally Funded Projects.** On federally funded Projects, the Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the Owner of such federal funds for the Project. In the case of any Project wholly financed by federal funds, any standards required by the enabling federal statute, or any federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

16.3 **Internet-based Project Management.** The Owner will administer its design and construction management through the e-Builder Internet-based management. In such cases, the Contractor shall conduct communication through this media and perform all Project related functions utilizing this database. This includes correspondence, submittals, requests for information, vouchers or payment requests and processing, amendments, Change Orders and other administrative activities.

16.3.1 **Accessibility And Administration.**

16.3.1.1 Refer to Specification Section 01 36 00 in the Owner's Construction Project Division 1 Specifications for the Project Manager Software Requirements for the Project.

16.3.1.2 The Owner shall administer the software.

16.3.2 **Training.** When used, the Owner shall provide training to the Project team members.