TECHNICAL SPECIFICATIONS

MARCH 2024

Beaumont ISD
Preparing Our Next Generation

Beaumont ISD
Demolition of
Price Elementary
Central High School

STATE OF TEXAS
BERNARDINO D. TRISTAN
117017
LICENSED
PROFESSIONAL ENGINEER

Fittz & Shipman INC.

Consulting Engineers and Land Surveyors

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FS 24014

SCOPE OF WORK SPECIFICATIONS

1.0 General Information

1.1 This Contractor shall provide all labor, material and equipment necessary to complete all work as specified herein and indicated in the bid specifications.

2.0 DEMOLITION

2.1 **Scope of Work for the commercial demolition and debris removal of this structure:**

2.1.1 Remove structure.

2.1.2 Remove foundation.

2.1.3 Remove canopy.

2.1.4 Remove poles supporting the canopy.

2.1.5 Leave active utilities needed for the adjacent buildings at Central HS site.

2.1.6 Cap all utilities to Price Elementary and mark ends.

2.1.7 Selective Demolition of Central HS entry way cast stone, honorary named bricks, and removal of HVAC equipment on Boys Gyms roof.

2.1.8 Leave parking lot and driveways.

2.1.9 Remove all trash and debris.

2.1.10 Remove all underground concrete basins, grease traps, basements, and pits. Backfill voids with select fill to ordinary compaction. Central HS has two elevator pits, and theater basins, and other items may exist.

NOTE: * ASBESTOS. *****

3.0 The structure(s) listed herein are public buildings as defined by the Texas Department of State Health Services (DSHS). DSHS must be notified prior to demolition. The Contractor will be responsible for establishing a start and finish date and will provide this date on the form provided with the Award Notification. The Contractor will be responsible for filing the DSHS Notification and the Owner shall pay applicable fees. Contractor must immediately notify the Purchasing Department of any changes that will constitute an amendment to the DSHS notification.

3.1 An asbestos survey was completed on these structures. Asbestos-containing material was found to be present. Should other hazardous materials be detected after commencement of demolition work, the Owner shall be notified immediately. The Owner shall not be responsible for any delays to the demolition Contractor caused by the remediation of hazardous materials.

4.0 Landfill fees for construction materials removed from this site will NOT be waived. No asbestos-containing materials will be accepted at the Beaumont Landfill.

4.1 Since no asbestos containing materials will be accepted at the Beaumont Landfill, materials from this site must be disposed of in an appropriate landfill. Verification of proper disposal MUST be submitted to the Owner by the Contractor before final invoices will be released for payment. Waste Transporter MUST be licensed to haul asbestos containing debris. Licenses must be submitted with bid.

4.2 *Proof of legal disposal:*

Dump Ticket Receipts from a valid licensed landfill **WILL BE REQUIRED** for verification.

5.0 Bids are requested for the commercial demolition and debris removal of the listed structure. Bidders shall submit with their bid a detailed plan addressing the following:

COMMERCIAL DEMOLITION

5.1 Completion
5.2 Safety/Liability
5.3 Work Schedule (Provide a detailed work plan indicating the number of days required for demolition of building and removal of debris.)
5.4 Dust
5.5 Noise
5.6 Security

6.0 The Contractor will be responsible for ensuring that all utilities are disconnected. The location of utility lines may be determined by contacting the local utility companies. A list of these companies follows:

- Entergy Electric Company
- Center Point Energy - Gas Company
- City of Beaumont – Water Utilities
- AT&T Telephone Company
- Time Warner Cable

7.0 INSURANCE REQUIREMENTS

Contractor shall at all times during the Contract maintain in full force and effect insurance as stated in Attachment "C".

7.1 Completed Insurance forms including the required endorsements shall be furnished to the Owner within five (5) working days after the award of bid.

7.2 The Owner shall be named as additional insured on all policies. Should any insurance required by this contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the Owner. If the lapse period extends five (5) days, the Contractor shall be in breach of this contract and the Owner may terminate the contract.

8.0 EXAMINATION AND INTERPRETATION OF SPECIFICATIONS (CONTRACT DOCUMENTS) AND SITE WORK PRIOR TO BIDDING

Before submitting a bid, each bidder shall read the specifications and visit the site of the work. Each bidder shall fully inform himself prior to bidding as to all existing conditions and Limitations under which the work is to be performed, and bid a sum to cover all costs of all items necessary to perform the work as set forth in the bid documents. No allowance will be made to any bidder because of lack of such examination or knowledge.

8.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, he may submit to the Owner a written request for interpretation thereof, no later than seven (7) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.

8.2 Any interpretation or correction of the specifications will be made only by Addendum and will be mailed or delivered to each bidder of record. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

9.0 WAGE RATES

There shall be paid on the project not less than the general prevailing rates of wages in the locality of the project.

10.0 WITHDRAWAL OF BIDS

10.1 Any bidder may withdraw his bid, either personally or by written request, at any time prior to scheduled time for opening bids.

10.2 No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period.

11.0 CONTRACTOR'S SUPERINTENDENT

The Contractor shall designate a responsible member of his organization to remain full-time at the project site during the progress of the work.

11.1 Identity and qualifications of the Contractor's designated superintendent shall be submitted immediately after bid award and shall be subject to the Owner approval.

11.2 Contractor shall retain the same individual as supervisor throughout the term of the contract unless the individual's employment is terminated by Contractor or a substitute is requested by the Owner.

12.0 SUBCONTRACTORS

12.1 The successful bidder shall furnish the Owner within this bid, a list of names of the subcontractors proposed for each principal portion of the work with submitted bid documents.

12.2 The Contractor may not change a subcontractor on the list without prior approval in writing by the Owner.

13.0 SECURITY

13.1 It shall be the responsibility of the Contractor to provide security of any and all equipment or material left on the construction site at any time during this contract.

14.0 PERMITS

14.1 City Building Permit is required for all construction or demolition projects. It is the PRIMARY CONTRACTORS responsibility to draw all permits for this contract.

14.2 As described in part V of the Watershed Protection Ordinance, Grading Permits are required for projects within the City Limits resulting in the disturbance of an area greater than 450 square feet. The City Grading Permit does not relieve the demolition Contractor's obligation to comply with the Texas Commission on Environmental Quality's (TCEQ) construction general permit TXR150000.

14.3 A $25,000 building Contractor's bond is required to obtain a demolition permit. Bond must be on BISD forms.

15.0 WORK SCHEDULE AND COMPLETION DAYS

15.1 **Work shall be coordinated with the City of Beaumont Building Codes, phone: 409-880-3762.**

15.2 The number of working days for the completion of this project **shall be furnished by the Contractor with his bid.** The total days bid for this contract will be used by the Owner in the final determination of Award, along with bid price. (There is a maximum of ninety-five (95) working days allowed for the completion of this project).

15.3 Written request for extension due to inclement weather may be granted upon approval by the Owner. Requests must be submitted without delay in order to amend TDH notification. **For purposes of this bid, calendar days are defined as 7:00 a.m. to 5:00 p.m., Monday through Sunday.**

15.4 Failure to complete project within specified time may result in liquidated damages of $100 per day.

16.0 QUALITY ASSURANCE

16.1 **Workmen and Workmanship:**

16.1.1 Only thoroughly trained and experienced craftsmen who are completely familiar with the materials and equipment specified, the manufacturer's recommended methods of installation, and all governing codes and regulations shall be employed to perform the work. Allowances will not be made for lack of skill on the part of the workmen when accepting or rejecting the Work.

16.1.2 Work performed by all craftsmen shall be in a first class workmanlike manner and shall be in strict accordance with the manufacturer's recommendations and all governing codes and regulations.

17.0 MATERIAL HANDLING

17.1 **Materials Approval** - Bidders shall submit supporting technical data with their bid, if equipment is other than specified. The data shall be submitted for approval seven (7) days prior to the bid opening date and submitted with the Bid Form for the bid opening. All items submitted as an "or equal" shall be cross-listed with the item it is replacing, listing the model number, manufacturer and with a complete set of construction drawings
and specifications.

17.2 **Protection** - Contractor shall be solely responsible for all materials delivered to him for all parts of the Work until final acceptance of the work, and shall be liable for all losses or damages thereto which may occur during the progress of the installation and before
final acceptance. The Contractor shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

17.3 **Replacements** - Contractor shall be totally responsible for the quality of the merchandise delivered to the job site. All materials shall not be deficient in quality or workmanship.

Contractor shall promptly remove and replace any and all materials found to be deficient in any way and shall take full responsibility for any delays or shortages.

17.4 **Materials Storage and Delivery** - Contractor shall be responsible for storing all materials and for delivering the materials to the job site as needed. All materials shall be delivered to the job site in original, new and unopened packages and crates bearing manufacturer's name and label. The Owner shall not be responsible for any materials of equipment that are left on the job site.

18.0 CLEAN-UP

18.1 During the progress of the work, Contractor shall remove all discarded materials, rubbish, and debris from the job site daily. Work areas shall be kept safe at all times.

18.2 It is required that the Contractor dispose of all hazardous waste which is generated from this project in accordance with all federal, state and local laws, codes and regulations and shall bear all costs related to permits, licenses, containment, transportation or other related fees. Verification of proper disposal of hazardous waste to be provided with invoice to Purchasing before payment will be released.

18.3 No asbestos-containing materials, whether hazardous or classified as nonhazardous, will be accepted at the City of Beaumont Landfill, contractor to plan according.

19.0 FINAL PAYMENT

19.1 After completion of work, payment shall be made upon acceptance of the work and verification of proper disposal of hazardous waste verification to be provided with invoice to the Owner.

20.0 PERFORMANCE AND PAYMENT BONDS, BID BONDS

20.1 The Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials of furnishing them any equipment in the execution of the contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the Owner.

20.2 Unless otherwise approved in writing by the Owner, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. The cost of the premium for the performance and payment bonds shall be borne by the Contractor.

20.3 **Performance and Payment Bonds, as well as Bid Bonds, are required for bids in excess of $50,000.**

21.0 NOTICE TO PROCEED

21.1 Upon approval by the Owner after the receipt of bids, the Contractor will be issued a **NOTICE OF AWARD.**

21.2 Upon receipt of correctly completed insurance forms, a **NOTICE TO PROCEED** and **PURCHASE ORDER** will be issued.

21.3 Failure to complete specified work by end of completion date may result in liquidated damages of $100.00 per day.

22.0 INSPECTION

22.1 An inspection by the Owner of final work shall be conducted and acceptance made prior to payment. Upon completion, Contractor shall notify designated inspector for final approval.

23.0 DISPOSAL

23.1 All demolition bids shall include removal of all debris from site. Concrete will not be accepted at the City of Beaumont Landfill if greater than one (1) square foot in size.

24.0 SELECTIVE DEMOLITION

24.1 RELATED DOCUMENTS

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

24.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

24.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

24.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

24.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

5. Review areas where existing construction is to remain and requires protection.

24.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Use of elevator and stairs.

5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with "Photographic Documentation." Submit before Work begins.

24.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

24.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

24.9 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Refer to Section 024119.1 for additional information.

E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

F. Storage or sale of removed items or materials on-site is not permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

24.10 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

24.11 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

24.12 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video and templates.

1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."

2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

24.13 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.

c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall,
reconnect, and make equipment operational.

e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

f. Ducts to Be Removed: Remove portion of ducts indicated to be removed
and plug remaining ducts with same or compatible ductwork material.

g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

24.14 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to
prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

24.15 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 02 42 96 "Historic Removal and Dismantling."

D. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area on-site

5. Protect items from damage during transport and storage.

E. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

24.16 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight..

1. Remove existing roof membrane, flashings, copings, and roof accessories.

2. Remove existing roofing system down to substrate.

24.17 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

24.18 CLEANING

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

24.19 SELECTIVE DEMOLITION SCHEDULE

A. Remove: Exterior Brick Exterior Windows, Exterior Doors, Exterior Louvers, Roof Coping, other items indicated on drawings.

B. Remove and Salvage

C. Remove and Reinstall: Building Signage, Building Dedication Plaque, Exterior Lighting, Exterior Hose Bibbs, Wireless Access Point, GPS Location Antenna, other items indicated on drawings.

D. Existing to Remain: Metal Building Structure, Interior Walls, Roofing (under warranty), Structural Clay Tile Backup Wall, Membrane Waterproofing (asbestos containing – to be encapsulated.)

E. Dismantle:

1.0 DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 **Addenda** - Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Document.

1.2 **Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

1.3 **Bonds** - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

1.4 **Change Order** - A document recommended by the Owner which is signed by the Contractor and the Owner and authorizes an addition to, deletion from, or revision of the Work, or an adjustment in the contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.5 **Completion** - Completion of the Work shall be acceptance of the Work by the Owner.

1.6 **Contract Documents** - The Notice Inviting Bids, Instructions to Bidders, Scope of Work, the accepted Bid (Including the Bid, Bid Schedule(s), Bid Summary, Bid Bond, Corporate Resolution, and Information Required of Bidder), the Agreement, Performance and Payment Bonds (and Powers of Attorney), Minority Business Utilization Commitment, MBE Schedule C, Schedule of Prevailing Local Wage Rates, Notice of Award, Certificates of Insurance, Evidence of Worker's Compensation Coverage, Notice To Proceed, General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings, General Notes, and all Addenda, Change Orders, executed pursuant to the provisions of the Contract Documents.

1.7 **Contract Price** - The total moneys payable by the Owner to the Contractor for work performed under the terms and conditions of the Contract Documents.

1.8 **Contract Time** - The number of successive calendar days as stated in the Contract Documents for the completion of the Work.

1.9 **Contractor** - The person, firm, or corporation with whom the Owner has executed the Agreement.

1.10 **Day** - A calendar day of 24 hours, measured from midnight to the next midnight.

1.11 **Defective Work** - Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Owner's recommendation of final payment.

1.12 Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

1.13 Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.14 Notice to Proceed - A written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

1.15 Project - The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof, as indicated elsewhere in the Contract Documents.

1.16 Responsive/Responsible Bid/Bidder - A responsive bid is one in which all of the requirements of the invitation to bid are fulfilled without exception or deviation. A Responsible Bidder is one submitting a responsive bid and who can demonstrate by financial statement, resumes of management personnel and equipment lists, fiscal, physical and managerial competence to complete projects of like complexity and scope to the Work as described and offered herein by these Contract Documents.

1.17 Specifications - Those portions of the Contract Documents consisting of the General Requirements and the written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.18 Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.19 Supplier - A manufacturer, fabricator, supplier, distributor, or vendor.

1.20 Technical Specifications - The Specifications as defined herein.

1.21 Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic or other control systems.

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2.0 INSTRUCTION TO BIDDERS

2.1 TERMINOLOGY

(A) The term "Owner," wherever used in these specifications, means the Beaumont Independent School District (BISD).

(B) The "Contractor" is the persons or organization identified as such in the Agreement and means the Contractor or his authorized representative.

(C) The "Owner" and "Contractor" mean the respective parties to the contract.

(D) The site shall consist of the building to be demolished and the necessary area to conduct the work.

(E) Engineer: Person(s) representing the Owner who has been designated to design and oversee a particular project.

2.2 DISCLAIMER

The Contractor shall be independent with respect to all work done and services performed hereunder and neither Contractor nor anyone used or employed by the Contractor shall be deemed to be the agent, servant or representative of the Owner in the performance of such work or services or any part thereof, or in any manner dealt with herein.

2.3 SIGNS AND ADVERTISING

No signs shall be erected on or adjacent to the site without the express consent and approval of the Owner. Before erecting any signs, the Contractor shall submit a description of their purpose, arrangement location and working for the Owner's approval. Advertising shall be limited to conform to policies determined by the Owner. All signs shall be promptly removed at completion of the project or when directed by the Owner.

2.4 SPECIFICATIONS

Titles to divisions and paragraphs in this handbook are introduced merely for convenience and shall not be taken as a part of the specifications, and furthermore, they shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct, or implied, is assumed by the Owner for omissions or duplications by the Contractor or his Subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

2.5 RISK OF LOSS

The Owner assumes no responsibility for condition of buildings and structures on the premises, nor their continuance in the condition existing at the time of advertisement of bids. Damage or loss (whether by reason of fire, theft or other happening) shall be at risk of bidder from and after date of advertisement for bids, and no such damage or loss to buildings or structures shall relieve the Contractor from the obligation under the Contract.

2.6 WAIVER OF LIEN

It is distinctly understood by virtue of this document that NO Contractor or any of its employees shall not claim, or acquire any lien upon the land, house, building, or any improvements of whatever nature or kind so erected or that may be erected by virtue of this Contract.

2.7 QUALIFICATION OF BIDDERS

Pre-qualification of Bidders is not required; however, at the request of the Owner, after receipt of bids, each Bidder requested to do so shall furnish complete information pertaining to their financial condition, record of work, equipment available for the project and such other evidence deemed necessary to show the Bidder's ability to perform satisfactorily the work on which he has bid.

2.8 RECEIPT OF BIDS

Bids for demolition services will be received by the Owner at the time and place designated in the "Notice to Bidders."

2.9 PRECEDENCE OF CONTRACT DOCUMENTS

Contract documents shall have the following order of precedence: A.
Change orders approved by Owner
B. Specifications
C. Drawings

2.10 ADDENDA

Any addenda issued in writing by the Owner during the period of bidding, shall be covered in the proposal, and in closing the contract, such addenda will become a part thereof and modify these specifications and/or the drawing accordingly. Verbal changes in the work made during the time of bidding will not be binding.

2.11 SUB-CONTRACTORS

The Contractor shall submit a list of sub-contractors expected to be employed in the execution of their contract at the time of returning the signed contract.

2.12 SUBLETTING OR ASSIGNING OF THE CONTRACT

The Contractor will not be permitted to assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or their rights, title or interest therein, without the consent of the Owner. In any case, no subcontract will relieve the Contractor of their responsibility under the contract.

2.13 EXTRAS

Bills for extras will be allowed only when work is ordered in writing and the bill is accompanied by Written Order from the Owner.

2.14 CHANGE ORDERS

Changes that may appear to be advantageous in effecting economies during the progress of the construction of the project, for which the contract provides, may be suggested for consideration by the Owner or Contractor without prejudice. The adjusted contract price, should such changes be made, shall be determined through negotiation.

2.15 BID AWARDS

The Owner will evaluate all bids and award the contract. Contractors shall commence work upon receipt of Purchase Order and notice to proceed.

2.16 BID, PERFORMANCE AND PAYMENT BONDS

The person or firm, to whom the Contract is awarded, may be required to furnish Performance and Payment Bonds in any satisfactory amount, guaranteeing the faithful performance of the Contract Bonds and payment of all persons supplying labor or furnishing materials. Performance and Payments must meet the approval of the Owner. Bid, Performance and Payment Bonds shall not be executed on a date prior to the date of execution of the Contract between the Owner and the Contractor. The cost of the premium shall be borne by the Contractor. Performance and payment bonds are not required unless indicated in the detailed specifications. Contracts for expenditures of less than $25,000 will be paid in full upon satisfactory completion of the work.

2.17 SALES TAX EXEMPTION

The Owner qualifies for exemption from State and Local Sales Tax pursuant to provisions of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax.

2.18 STATE AND LOCAL SALES TAX

The Texas Legislature in 1991 in its first special session passed 1 H.B. 11 which amended the Texas Limited Sales Excise and Use Tax Act which requires a contractor who is engaged in a capital improvements project for a city to pay tax on tangible personal property purchased under the contract. According to an August 19, 1991 letter from the State Comptroller's Tax

Administration Division, the use of "separated contracts" will allow for tax-free purchases of tangible personal property for the project. Separated contracts are those that separate payment for labor from payment for materials. This procedure may not be used for materials which do not become part of a finished project. (Example: equipment rentals.) This legislation is effective for all contracts and bids entered into after August 14, 1991.

The successful bidder is responsible for compliance with 1 H.B. 11.

2.19 LIQUIDATED DAMAGES

In rendering their proposal and signing the contract, the Contractor agrees to start and complete all the work within the proposed consecutive calendar days from the date of award. If the Contractor shall neglect, fail or refuse to complete the work within this time, or any proper extension thereof granted by the Owner, then the Contractor is subject to liquidated damages in the amount of **$100.00 for each and every calendar day** he is in default for breach of contract. The Owner may grant time extensions for unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including inclement weather exceeding the average climatic conditions for the area. **Requests for extensions shall be submitted in writing on the day that work can't be performed**

2.20 PERMITS AND LAWS

A. The Contractor shall comply with all Federal, State and Municipal Laws, Codes and Ordinances applicable to the work of this Contract and shall also comply with all requirements of the National Board of Fire Underwriters. All permits required in connection with the execution of their work shall be obtained by the Contractor.

B. If the above laws, codes or ordinances conflict with the City's specifications, then the laws, codes or ordinances shall govern instead of this application, except in such cases where the City's specification exceeds the requirements previously noted.

3.0 GENERAL CONDITIONS

DEMOLITION & DEBRIS REMOVAL WORK
BEAUMONT I.S.D.

3.1 SPECIFICATIONS AND DRAWINGS

Any discrepancy in the specifications shall be immediately submitted to the Owner via written request for interpretation thereof, not later than seven (7) days prior to bid opening. Changes or corrections will be made by addendum and will be mailed or delivered to each bidder.

Drawings may be included with bid specifications. They are intended to show buildings and structures to be demolished and removed. Their purpose is to illustrate other requirements of the Contract described in specifications.

Prints of drawings, when necessary, will be issued to bidders for their use in preparing their proposals; however, the information on these drawings is not guaranteed to be complete or correct and shall be verified at the site.

3.2 PHOTOGRAPHS

The general character of the work may be shown on additional photographs. The Contractor shall not attempt to execute any part of the work requiring such photographs until they have received approved copies of the same. The decision of the Owner is final on points of difference and interpretation of the Documents.

3.3 MEASUREMENTS

Before ordering any material or doing any work, each Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No monetary compensation will be allowed due to mismeasurement of difference between actual dimensions and the measurements indicated. Any difference which may be found, shall be submitted to the Owner for consideration seven (7) days prior to the bid opening.

3.4 EXAMINATION OF PREMISES

Before submitting proposals for their work, each bidder shall visit the site of the work. Bidders shall fully inform themselves prior to bidding as to all existing conditions and limitations under which the work is to be performed and bid a sum to cover all cost of all items necessary to perform the work as set forth in the bid documents. No allowances will be made because of lack of such examination or knowledge.

3.5 TIME FOR BEGINNING AND COMPLETING THE WORK

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and the time for completion are essential conditions of this Contract and that the work embraced in this **Contract shall be commenced upon the start date stated on the Notice to Proceed.**

A. There are time restrictions for the completing of the work. The work shall be initiated on the date outlined on the notification to the Texas Department of Health. The completion date will be on or before the date outlined on the notification to the Texas Department of Health except as such date may be extended by delays approved by the Owner in accordance with the terms of the Contract Documents governing the project. Failure to complete the Project within the time prescribed will subject Contractor liability for damages, as provided in the General Terms and Conditions. The Contractor shall submit the original ten (10) day notification and the Owner will make all payments applicable to notification fees.

3.6 OWNER & CONTRACTOR RELATIONSHIP

A. **Work Access:** The Contractor shall be obligated to provide proper facilities to permit the Owner 's representative, or anyone designated by them, access to the site and also the ability to observe the work during any stage of the project.

B. **Owner's Responsibility & Authority:** All work shall be done subject to approval of the Owner. All decisions and questions which may arise as to the quality or acceptability of materials furnished, work performed, progress of the work, interpretation of drawings and specifications, and all questions as to acceptable fulfillment of the Contract by the Contractor shall be made by the Owner.

C. **Separate Contracts:** The Owner reserves the right to let other contracts in connection with the work at the site under this contract. The Contractor shall provide reasonable access and opportunity for the other contractors to do their work and shall fit, connect and coordinate the work with theirs, so as not to cause any undue delay or impediment to the prompt and proper performance and completion of the work by each.

D. **Owner's Right To Do Work:** The Owner, without prejudice to any other right or remedy it may have, shall have the right to prosecute in the event the Contractor fails to perform the work properly or fails to perform any provisions of the contract. Prior to such action, the Owner shall give three (3) days written notice of the Contractor for resolution of noted deficiency. Any further work shall be approved by the Owner and payment will be withheld until final acceptance has been made by the Owner.

E. **Owner's Right To Terminate Contract:** In the event of any default by the Contractor, the Owner, without prejudice to any other right or remedy it may have, shall have the right to terminate the Contract after giving the Contractor seven (7) days' written notice. Such notice of termination shall be subsequent to default by the Contractor and after receiving written notice from the Owner certifying cause for such action. It shall be considered default whenever the Contractor fails to perform the service or breaches the agreement including the following:

1. Upon institution of voluntary or involuntary bankruptcy proceeding against the successful bidder or upon dissolution of the firm or business.

2. By violating or disregarding important provisions of the Contract or instructions from the Owner.

3. Failure to finish the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof. Failure to pay insurance premiums, liens, claims, or other charges. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principles, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.

4. Failing to provide a qualified superintendent, competent workers or subcontractors, or proper materials, or failure to make prompt payment thereof.

5. By violation of any provision of the agreement.

F. **Correction Of Work:** All work and materials cited by the Owner for failing to comply with the Contract Documents, shall be promptly removed, replaced and/or re-executed by the Contractor to bring it into compliance without cost to the Owner and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.

G. **Schedule Of Completion:** The Owner may determine a schedule of work for the Contractor upon the award of contract.

H. **Changes In The Work:** If and as the need arises, the Owner may order in writing changes and/or extra work without invalidating the Contract. At the time of ordering such changes, additions, deletions or modifications, the amount or method of compensation and any adjustment in the time of completion, shall be determined and stipulated in writing.

I. **Clean-Up:** The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by their employees or work.

J. **Site Condition:** The Contractor shall repair or replace, if necessary, to the Owner's satisfaction, any damage to the work site, the adjacent areas, the access areas to the work site and to any elements within these areas that may have suffered damage as a result of the Contractors or any of the subcontractors operations. Without cost to the Owner the Contractor shall leave these areas in satisfactory conditions.

K. **Materials Storage:** If the Contractor should require additional space for storage, materials, or for other reasons beyond that provided by the project site, they shall make provisions for the same at no additional cost to the Owner.

L. **Protection:**

1. **Public:** The Contractor shall provide and maintain whatever suitable temporary walks, passageways, barricades, fences or other protective structures that may be required by law or by hazards to persons or property, so as not to obstruct or interfere, except as may be approved and authorized by Public Authorities, with traffic in public streets or private rights-of-way. Leave an unobstructed way along public and private places for travelers, vehicles, etc., leave access to hydrants, provide walk-overs around work area and maintain from the beginning of twilight, through the whole of the night, on or near the obstruction, sufficient lighting and guards as may be required to protect persons from injury. Provide substantial covered walkways wherever pedestrians might be exposed to the hazards of falling materials or similar hazards.

2. **Site:** Protect all streets, utilities and other properties from damage, keep all in proper condition and leave in such condition at the termination of the work.

3. **Traffic Control:** All Barricades and/or Signs used in routing of traffic shall comply with the "Manual on Uniform Traffic Control Devices" as adopted by the Texas Highway Department and the City of Beaumont Traffic and Transportation Department. (A copy of said manual is available for review in the office of the City Traffic and Transportation Director, City Hall.)

M. **Superintendence:** A competent foreman or superintendent shall be kept by the Contractor at the site during the progress of the work, to receive instructions and to act for the Contractor in the direction of all work.

N. **Contractor's Responsibility:** The Contractor shall maintain coordination and cooperation among their staff; giving necessary directions, supervision and administration to their preparation and work. The Contractor is responsible for all work and the result thereof.

O. **Suspension of Work:** Whenever any part of the work is suspended for any reason, the Contractor shall secure all of their equipment liable to cause injury to persons or loss to property from any cause.

3.7 REQUIREMENTS OF "THE CONTRACTOR"

The Contractor shall supply all labor, transportation, equipment, materials, apparatus, fuel, energy, light protection, scaffolding and tools necessary for the completion of this work.

A. The safe and lawful demolition of buildings is the responsibility of the Contractor. Demolition shall not be accomplished by deliberate fire, explosive and other means dangerous to adjacent property or persons.

B. Proper methods shall be employed in cutting to avoid accidental fire. Contractor shall employ safe practices when using steel cutting tools to include:

1. Fire hose shall be set unconnected and adjacent to the nearest fire hydrant. The hose shall be of sufficient length for reach to the cutting area. Insure that fittings are compatible and a tool available for opening the hydrant prior to each operation.

2. Maintain a pressurized water fire extinguisher in the area of the cutting apparatus. In lieu of this, water filled drums and/or buckets may be used.

3.8 TERMINATION OF UTILITIES AND SERVICES

A. Before any building or structure is demolished, its utilities shall be safely disconnected.

B. The Contractor shall notify all utility suppliers of the structures or buildings to be demolished and have them disconnect the services and remove all meters and equipment belonging to them. Within Forty-eight (48) hours, written notice must be given to the Owner for termination of their utilities. All piping and wiring shall be properly terminated. Contractor to determine which lines are active and will remain to service adjacent buildings at Central HS site.

C. No gas, water, electric or sewer lines shall be left "active" within the property lines at Price Elementary Site. It is not the intention of these specifications that underground pipes be removed, but they shall be made "inactive." Gas and water services shall be valved or capped. The open ends of all sewer pipes shall be capped or plugged with concrete. Existing active buildings at Central High School will remain to service buildings and must be protected during construction activities.

D. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

3.9 SURVEY

A survey may be required by a competent person designated by the Contractor prior to starting the demolition of the structures to determine the condition of the framing, floors and walls, and possibility of unplanned collapse of any portion of the structures. Should a survey be required, the Contractor shall have in writing, evidence that survey has been performed and upon request submit a copy to the Owner. They shall take whatever steps are necessary to safeguard against such unplanned collapse.

3.10 FILLING OF EXCAVATIONS

A. The premises shall be graded and leveled after the structures have been demolished.

B. The surface of the ground shall be smoothed with a bulldozer to eliminate any abrupt change in grade.

C. No soil shall be removed from the premises.

3.11 PUMPING, SHORING, ETC.

A. **Pumping:** When deemed necessary, the Contractor shall provide pumping equipment to keep excavation, pits and other areas involved, free of water that may leak, seep, or rain in.

B. **Shoring:** The Contractor shall provide and be responsible for all temporary shoring required for protecting existing work and adjacent property.

3.12 MATERIAL & EQUIPMENT HANDLING

A. The Contractor shall handle all material in a manner safe to persons and property. Materials, Contractor's equipment, etc., may be stored on the premises but the placing of same shall be subject to the approval of the Owner.

B. The temporary storage of materials resulting from the work of the contract must be confined within the project site. All materials must be removed from the site within the time periods specified for completion.

C. The Contractor shall provide or arrange for their hoists, derricks, scaffolding, tools, ladders, equipment, apparatus, etc., necessary or required to properly execute the work of the contract.

D. Whenever the condition of the project requires the services of watchmen, the Contractor shall provide for this project, a sober, able-bodied watchman for patrolling and watching the premises from the time work stops until it begins again.

3.13 TEMPORARY FACILITIES

A. **Temporary Office:** The Contractor shall, as may be necessary to do the work, provide and maintain a field office on the premises and remove same when directed.

B. **Temporary Toilets:** The Contractor shall provide suitable toilet facilities, as may be necessary, for all workers, maintain them in sanitary condition and remove same upon completion of the contract. Location of toilets is subject to the Owner's approval.

3.14 TEMPORARY UTILITIES

The General Contractor shall arrange and pay for, as may be required for proper execution and protection of the work of the contract:

A. Electricity for temporary lighting, hoisting, power tools, etc.

B. Water for drinking, protection, etc.

C. If the Contractor requires a telephone at the site, they shall pay for the maintenance, installation, removal and charges for use of this telephone.

D. Any other utilities required.

E. Protection all active utilities and avoid disruptions to adjacent building currently active. 48 hour notice to the Owner if disruptions are necessary.

3.15 DISPOSAL OF DEMOLITION DEBRIS AT CITY LANDFILL

Unless otherwise specified, the Owner will not allow the disposal of debris to be dumped at the City Landfill at no cost to the Contractor. The Contractor shall bear the additional costs. Concrete must be no larger than one (1) square foot in size for disposal in the City landfill. Proof of legal disposal (Dump Ticket Receipts) of debris to a valid landfill licensed by the State, may be required with the invoice upon completion of contract.

3.16 HAZARDOUS MATERIALS

Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and Federal Government regulations, and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal.

3.17 SALE OF SALVAGED MATERIALS

The Contractor will be allowed to sell materials salvaged from the demolition work at the site. Such materials to be sold shall be handled in a safe and orderly manner. All materials sold must be promptly removed from the premises and all materials shall be removed within the completion time set forth in the specifications. The Contractor shall be responsible for any injuries to persons or damage to the property resulting from the sales of these materials and shall be responsible for any permits, fees, or sales tax in connection therewith.

3.18 RUBBLE AND DEBRIS

All rubble and debris shall be loaded on trucks and hauled away from the premises by the Contractor for legal disposal. Proof of legal disposal (Dump Ticket Receipts) from a valid landfill licensed by the State, may be required for verification.

3.19 CLEANING

The Contractor shall keep the premises reasonably clean at all times and shall promptly remove all rubble, debris, trash and litter from the demolition site as well as from ingress and egress areas. The burning of waste or rubbish will not be allowed at the site. Contractor shall maintain the premises in order to prevent the harboring of rodents. The site shall be clear of all debris, salvage, temporary facilities and equipment of the

Contractor by the completion time set forth in the specifications. The site shall be left well graded with positive drainage. Seed the areas with seasonal mix and water until growth has been established.

3.20 FINAL COMPLETION AND ACCEPTANCE

A. Within ten (10) days after the Contractor has given the Owner written notice that the work has been completed or substantially completed, the Owner shall inspect the work and if the work is found to be completed in accordance with the Contract Documents, the Owner shall pay the Contractor, under the terms of this Agreement, provided they have fully performed their contractual obligations under the terms of this contract. Payment shall be made upon **final** completion of the work.

B. The payment of the final amount owing the Contractor shall constitute a waiver of all claims by the Owner except:

1. Claims arising from failure to comply with the plans and specifications.
2. Claims arising from faulty work or materials appearing after substantial completion.
3. Claims arising by virtue of any special guarantee specified in the Contract.
4. Claims of the Owner previously made against the Contractor by as yet unsettled.

C. The acceptance of the payment by the Contractor shall constitute a waiver of all claims by the Contractor, except claims previously made by the Contractor but as yet unsettled.

D. Entire payment may be withheld by the Owner should evidence of the following be discovered:

1. Defective work not corrected.
2. Claims filed against the Contractor.
3. Reasonable evidence indicating the probability of filing of claims against the Contractor.
4. Failure of the Contractor to make proper payments to the subcontractor for materials or labor.
5. A reasonable doubt that the Contract can be completed for the then unpaid balance.
6. Unsatisfactory work progress by the Contractor.

ADDITIONAL BID SPECIFICATIONS

1. **BID PRICING**

Pricing shall be for provided for completion of the demolition. This project will be awarded and paid upon total price and completion of project, NOT in phases.

2. **INSURANCE**

2.1 The Contractor shall at all times during the Contract maintain in full force and effect insurance as stated in Attachment "C".

2.2 A certificate of insurance, on forms provided by the Owner, or a copy of the insurance policies, shall be furnished to the Owner within five (5) days after the award of bid. **THE ENDORSMENTS LISTED ON THE OWNER INSURANCE FORMS MUST BE PROVIDED BY THE CONTRACTORS INSURANCE PROVIDER ONCE AWARDED. (NO EXCEPTIONS.) This form has been approved by the State of Texas Board of Insurance.**

2.3 **The Owner shall be named as additional insured on all policies.** Should any insurance required by this Contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the Owner. If the lapse period extends ten (10) days, the Owner may terminate the Contract and the Contractor shall be in breach of this Contract.