

**DALLAS INDEPENDENT SCHOOL DISTRICT
CONSTRUCTION SERVICES**

Project Manual

VOLUME 1 OF 2

CSP 207325

**ORG 159 – L.L. Hotchkiss Elementary School -
Renovation**



**A/E FIRM
WRA ARCHITECTS**

**Civil Engineer: Click Engineering
Structural Engineer: Ponce Fuess
MEP Engineer: ReSTL Engineering**

**Technology: Datacom
Landscape: CCA Landscape Architects**

11/23/2025

**DALLAS INDEPENDENT SCHOOL DISTRICT
CONSTRUCTION SERVICES**

Project Manual
VOLUME 1 OF 2

CSP 207325
**ORG 159 – L.L. Hotchkiss Elementary School -
Renovation**



**A/E FIRM
WRA ARCHITECTS**

11/23/2025

ARCHITECT AND CONSULTANTS SEALS PAGE

ARCHITECT:

WRA Architects, Inc.
6000 Headquarters Dr.
Suite 600
Plano, TX 75024
214.750.0077



CIVIL ENGINEER:

Click Engineering
325 North St. Paul Street
#2850
Dallas, TX 75201
214.871.2302



LANDSCAPE ARCHITECT:

CCA Landscape Architects
12700 Hillcrest Rd.
#149
Dallas, TX 75230
214.739.9105



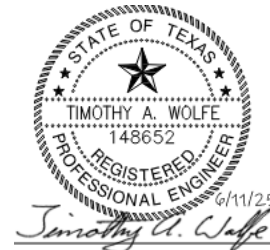
STRUCTURAL ENGINEER:

Ponce Fuess Engineering
3333 Lee Parkway
#475
Dallas, TX 75219
469.310.2850



MEP ENGINEER:

Restl Engineers
5757 Alpha Rd.
Suite 101
Dallas, TX 75240
214.334.0357



TECHNOLOGY CONSULTANT:

Datacom Design Group
300 N. Coit Rd.
Dallas, TX 75080
214.334.0357



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The list below is a description of the documents provided to the contractor as part of this Request for Competitive Sealed Proposal – 207325

1.01 Drawing List with Revision Number and Date: 06/11/2025

1.01.A Project Manual List with Revision Number and Date: 06/11/2025

ORG 159 - L.L. Hotchkiss Elementary School – Renovation

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C1.01 – Demolition Plan
C2.01 – Dimension Control and Paving Plan
C3.01 – Grading Plan
C4.01 – Existing Drainage Area Map
C4.02 – Proposed Drainage Area Map
C5.01 – Erosion Control Plan
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S001 – General Notes and Statement of Special Instructions
S201 – Existing Floor Plan Level 1 – Overall
S202 – Floor Plan Level 1 – Enlarged Plans
S210 – Existing Floor Plan Roof – Overall
S301 – Typical Concrete Details
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Architectural

AD100 – Overall Site Demo Plan
AD201 – Floor Plan Level 1 – Overall Demo
AD201.1 – Demo Images
AD202 – Floor Plan Level 2 – Overall Demo
A100 – Overall Site Plan
A102 – Overall Work Area Plan
A111 – Enlarged Site Plan and Site Plan Details
A112 – Site Plan Details
A201 – Floor Plan Level 1 Overall
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SECTION 00 01 15 – LIST OF DRAWING SHEETS

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A401 – Exterior Elevations – Area A
A402 - Exterior Elevations – Area B
A403 - Exterior Elevations – Area C
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A800 – Overall RCP
A901 – Finish Floor Plan Level 1
A930 – Sign Types and Room Signage Schedule
A931 – Exterior Door Numbering Signage

Mechanical

H1.10 – Partial HVAC Plans – Classroom Demolition
H2.10 – Partial HVAC Plans – Classrooms
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H6.00 – HVAC Schedules and Details
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HPE 2.0 – MEP Symbols

Electrical

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E1.10 – Electrical Demolition Plan
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E6.00 – Electrical Schedules
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Technology

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T002 – Responsibility Matrix – Communications
T201 – Overall Floor Plan – Level 1 – Communications
T401 – General Details - Communications

Security

SC001 – Legend and Notes – Security
SC002 – Responsibility Matrix – Security
SC201 – Overall Floor Plan – Level 1 – Security
SC301 – Door Elevation Details - Security



Procurement Services

November 23, 2025

The Dallas Independent School District ("District") is soliciting Competitive Sealed Proposals ("CSP") from qualified sources relative to the provision of the following request For Competitive Sealed Proposals ("CSP"). This procurement will be managed under the Dallas ISD Construction Services department.

For information on how to obtain the CSP documents, go to the District's **Construction Services** website <http://www.dallasisd.org>. Click on "Departments;" click on "Construction Services/Bond Office;" click on "Bond Vendor Opportunities;" then click on the bid package number. Follow the Document Distribution instructions to obtain the CSP documents. The CSP documents contain the necessary information to submit a CSP to the District, including construction documents, selection criteria, estimated budget, project scope, schedule, and other information that contractors may require to respond to the request.

Please return the "Intention to Propose" form (Specification Section 00 11 17) to the Construction Services Procurement Director listed on the form.

CSP #	Description	Closing Date	Buyers Initials
207325	L.L. Hotchkiss Elementary School - Renovation	01/06/2026	DBE

A pre-proposal meeting will be held for L.L. Hotchkiss Elementary School on Tuesday, December 02, 2025 via MS Teams at 10:00 AM for all interested parties. This meeting is not mandatory, but information discussed will be extremely helpful in preparation of the proposal.

MICROSOFT TEAMS INFORMATION

Meeting ID: 299 989 645 004 2

Passcode: Fw28T5hi

All general contractors and sub-contractors are encouraged to attend this meeting. Contractors will meet A/E(s) and PM at the school to start site tours. The first site tour will take place immediately following the pre-proposal. The following is the schedule for each site tour:

School Org#	School Name	Date	Time	School Address, Location of Meeting
159	L.L. Hotchkiss Elementary School	12/02/2025	4:00 PM	6929 Town North Drive Dallas, TX 75231

All Construction Services procurements must be physically delivered to the Construction Services office, at the Linus D. Wright Dallas ISD Administration Building 9400 North Central Expressway, Suite 800 Dallas, TX 75231. (Call 972.925.7200 for directions). Delivery to other locations will result in rejection of a CSP.

Completed CSP Package **Part 1-A, 1-B and 1-C** are due on **Tuesday, 01/06/2026 at 2:00 PM** (local time).

Completed CSP Package **Part 2** is due on **Wednesday, 01/07/2026 at 3:00 PM** (local time).

Any materials received after the respective closing dates / times will not be considered.

The District will open and read the names of the proposers and prices submitted in responsive CSPs beginning at 3:30 PM local time upon submittal of Part 2 of the Package, via Microsoft Teams at Dallas ISD Construction Services, Linus D. Wright Dallas ISD Administration Building 9400 North Central Expressway, Suite 800 Dallas, TX 75231.

MICROSOFT TEAMS INFORMATION

Meeting ID: 299 489 447 417 2

Passcode: tw7Zo6r6

No further information will be officially released until after the date the Agenda is publicized for the Board of Trustees briefing.

The right is reserved to reject any or all bids, proposals, CSPs, or statements of qualification and to waive technicalities.

The Dallas Independent School District is committed to the ideals of equal opportunity in all its business endeavors.

The Dallas Independent School District's Construction Services projects have a 30% Small Business Enterprise (SBE) aspirational goal in construction.

RUN TWO TIMES ONLY AS FOLLOWS:

11/23/2025 and 11/30/2025



DALLAS INDEPENDENT SCHOOL DISTRICT

PROCUREMENT SERVICES – CONSTRUCTION SERVICES

DOCUMENT DISTRIBUTION

CONSTRUCTION SERVICES

CSP 207325

Org 159 - L.L. Hotchkiss Elementary School - Renovation

J159_P0395_1

SOLICITATION TIMELINE:

Issue Date:	11/23/2025
First Advertisement Date	11/23/2025
Second Advertisement Date	11/30/2025
Preproposal Meeting	12/02/2025
Question Deadline	12/05/2025
Question Responses from the District	12/10/2025
CSP Response Due Dates Pt 1-A, Pt 1-B, and Pt 1-C	01/06/2026
CSP Response Due Date Pt 2	01/07/2026
CSP Evaluation	01/15/2026
Anticipated Board Approval	02/26/2026

1. DOCUMENT DISTRIBUTION:

The attached "Document Distribution" page details how documents and addenda will be distributed.

2. ESTIMATED CONSTRUCTION BUDGET INCLUDING ALLOWANCES:

Total Estimated Construction Budget (CCL + IC+ Allowances) for CSP 207325 \$4,124,796.26

3. Scope of Work. The Work consists of:

ORG 159 – L.L. Hotchkiss Elementary School - Project consists of the following:

1. Provide new marquee sign at front entry
2. Provide new way-finding site signage
3. Provide secure front vestibule - Renovation
4. Replace exterior waterproofing/ sealant joints
5. Paint all previously painted exterior surfaces and power wash as required
6. Provide new landscaping
7. Construct new side entry pre-fabricated metal canopy
8. Replace outdated exterior windows
9. Provide security window film at front vestibule
10. Remove and replace concrete sidewalks
11. Replace fire alarm
12. Provide exterior lighting controls

13. Replace exterior lighting with LED
14. Provide/replace IDF & MDF air conditioning units
15. Provide new VAV Boxes
16. Provide security access control and new cameras with pathways (secure front vestibule)

4. Contact Information:

Technical questions and all other questions related to this solicitation are to be referred to:

Attention:
Email:

Dallas ISD Procurement Services
ProcurementCS@dallasisd.org

Please notate the solicitation number 207325 in the subject line of your email.

**DOCUMENT DISTRIBUTION
CSP PACKAGE 207325**

Documents will be distributed as follows:

Hard copy and file distribution are provided, beginning Monday, November 24, 2025

Printing Company Name:	Thomas Printworks
Attention:	Jon Sauve
Address:	3610 Oak Lawn Avenue
City, State and Zip	Dallas, Texas 75219
Phone:	469-320-4940
Email:	jon.sauve@thomasprintworks.com

Any addendum issued will be listed or posted at the **Dallas ISD Construction Services** website <http://www.dallasisd.org/> **Click on “Departments”; click on “Construction Services/Bond Office”; click on “Bond Vendor Opportunities”**; then click on the bid package number. Any and all addenda that are too large in size for the website will not be posted on the District website. However, all such addenda will be listed on the website with the date of issuance of each addendum, and instructions to proposers for procuring such addenda from **Thomas Printworks**.

Documents are available as follows:

- **Full size sets of plans and specifications and USB drives of the same information and details are available for purchase at the Printing Company noted above. Purchase price must be obtained directly from the Printing Company.**
- **The purchases of additional USB drives of proposal documents in PDF format are available only to purchasers of at least one (1) full size plans and specifications. Purchase price must be obtained directly from the Printing Company.**
- **Addenda will be available from the Printing Company for purchase. Purchase price must be obtained directly from the Printing Company.**

Delivery pricing can be obtained from **Thomas Printworks**.

The bidder or proposer is responsible for obtaining all Addenda prior to submitting a bid or proposal to the District.

A list of Plan Rooms and other entities that have documents available for viewing are as follows:

DRAWINGS AND SPECIFICATIONS ARE AVAILABLE AT THE FOLLOWING:

Dallas/Fort Worth Minority Supplier Development Council

Sha'Ron Richardson

construction@dfwmsdc.com

214-630-0747
8828 N. Stemmons Freeway, Ste. 550
Dallas, TX 75247

Regional Hispanic Contractors Association

John H. Martinez

john@regionalhca.org

972-786-0909
3918 North Hampton Rd.
Dallas, TX 75212

Regional Black Contractors Association of North Texas, Inc.

John Proctor

info@blackcontractors.org

214-565-8946
2627 Martin Luther King Jr. Blvd,
Dallas, TX 75215

Fort Worth Hispanic Chamber of Commerce

Gilbert Juarez

gilbert@pic-printing.com

<https://www.fwhccplanroom.com/>

817-625-5411
1327 N. Main Street
Fort Worth, TX 76164

Greater Dallas Hispanic Chamber of Commerce

Gabriela Carvallo

gabriela@gdhcc.com

214-521-6007
1402 N. Corinth St., Ste 225
Dallas, TX 75215

Construction Connect

Michael Stubbs

Content@ConstructConnect.com

800-364-2059
30 Technology Parkway South, Ste 100
Norcross, GA 30092

Dodge Data & Analytics formerly McGraw-Hill Construction Dodge

support@construction.com

877-784-9556
4300 Beltway Place, Ste. 180
Arlington, TX 76018

Dallas Black Chamber of Commerce

Tigist Solomon

tsolomon@dbcc.org

214-702-6652
2922 Martin Luther King Jr. Blvd., Building A, Ste. 104
Dallas, TX 75215

Fort Worth Metropolitan Black Chamber of Commerce

Jeremiah Anderson

janderson@fwmbcc.org

817-871-6558
1150 South Fwy, Ste. 211
Fort Worth, TX 76104

Virtual Builders Exchange, LLC

Heidi Shaffer

heidi@virtualbx.com

210-564-6900
4047 Naco Perrin, Ste.100
San Antonio, TX 78217

SECTION 00 11 17 – INTENTION TO PROPOSE FORM

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

ATTN: **Dallas ISD Procurement Services c/o Bond/Construction Services**
Linus D. Wright Dallas ISD Administration Building
9400 North Central Expressway, Suite 800
Dallas, TX 75231
E-mail: ProcurementCS@dallasisd.org

Subject: Dallas ISD Construction Services
CSP 207325

Dear **Procurement Services**:

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

(Check appropriate box)

- ☐ We do intend to submit a proposal for this work. We understand that this proposal will be prepared by us at no cost or obligation to: WRA Architects or Dallas ISD.
- ☐ We do not intend to submit a proposal on this work. The reason(s) we decline to offer a proposal is as follows:

Yours sincerely,

Name

Signature

Firm

Title

Phone

Date

Fax

Email Address

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

1.01 GENERAL INFORMATION

1.01.1. Scope

In accordance with the Texas Government Code Chapter 2269 the Dallas ISD is requesting Competitive Sealed Proposals (CSP) from general construction contractors. The following instructions by the Dallas Independent School District are intended to afford proposers an equal opportunity to participate in the proposal process.

1.01.2. Discrepancies and Interpretations

Proposer must notify the Architect/Engineer during procurement, at least ten (10) business days prior to the scheduled Proposal opening date, with any questions arising out of the drawings or specifications or if discrepancies, ambiguities or omissions are found in the Proposal documents, or if further information or interpretation is desired.

Answers to inquiries will be provided in writing to all proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

1.01.3. Submittal Procedures

Submit the Proposal in sealed packages of sufficient size to hold all of the copies of the Proposal documents. These should be packaged following the instructions in Specification Section 00 41 10 – Overall Proposal Packaging Checklist.

Provide a properly formatted label, using page one of the advertisement, on the exterior of the Proposal envelope or package providing the proposer's identification including due date and time.

If the Proposal is submitted by mail, place the sealed Proposal package in a mailing envelope addressed as required in this section. Delivery of the Proposal prior to the advertised time set for the Proposal opening is the responsibility of the proposer. Dallas ISD is not responsible for mail delivered from the post office.

1.01.4. Preparation of Competitive Sealed Proposals

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

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

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

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

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

Only one proposal shall be submitted by each proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals will be deemed as non-responsive. The blank Proposal form bound in the Specification is for the proposer's information reference only.

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

Facsimile or emailed proposals will not be accepted and modifications are not allowed. Any modifications not inside the proposal envelopes/packages will not be considered part of the Contractor's proposal.

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

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

1.01.5. Public Information and Notice of Confidentiality

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

The Proposer must identify and designate those portions of their technical Proposal which contain trade secrets or other proprietary data. If the Proposal includes such data, the proposer shall:

Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside Dallas ISD, and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal."

Mark each sheet and the specific data on that sheet that the proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

1.01.6. Proposal Guaranty Bond

A Proposal bond on Dallas ISD Proposal Guarantee Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of not less than ten percent (10%) of the greatest total amount of the proposed contract amount (Base Price plus all Allowances), payable without recourse to the order of the Dallas ISD Board of Trustees, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

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

Should the successful proposer fail to execute and return to Dallas ISD, the Contract and Bonds within ten (10) calendar days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty becomes the property of Dallas ISD.

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

Deadline for Signing Contract and DALLAS ISD's Rights if Delay

The completion of this Project is crucial and must remain on a timely schedule. In order to keep the Project on a judicious schedule, the selected proposer must:

- a. Sign the Contract no later than ten (10) calendar days after the date of Board approval when the selected proposer has been notified that it is the successful proposer, and**

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

- b. Provide the safety plan for the Project and all required bonds and insurance no later than five (5) business days after the successful proposer has signed the contract.**

If the selected proposer fails to meet the district's specified deadline of ten (10) calendar days, the Dallas ISD has the right to:

- a. Award the contract to the next successive responsive proposer subject to the district's ranking and evaluation.**

1.01.7. Insurance

Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due not later than 5 business days after execution of contract by the owner.

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

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

1.01.9. Site Investigation

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

After investigating the project site and comparing the Drawings and Project Manual with the existing conditions, the proposer should immediately notify the A/E of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

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

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

1.01.10. Evaluation and Contract Award Process

Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount (Base Price which includes all Allowances) beginning at 3:00pm Central time upon submittal of Part 2. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.

The Proposal Evaluation Committee will evaluate the Proposals. The criteria for evaluation and selection of the successful proposer for this award will be based upon the factors listed in the Evaluation Criteria herein and in the Request for Competitive Sealed Proposal documents.

The Proposal Evaluation Committee consists of the following:

- Construction Services Staff ("CSS")

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- SBE (“SBE”)
DALLAS ISD SBE Program Manager
- Construction Proposal Evaluators (“CPE”)
Five (5) Owner Representatives and or other in-house staff (as assigned)
- Safety Manager Consultant (“SM”)

After opening the Proposals, the Proposal Evaluation Committee will evaluate and rank each Proposal with respect to the published selection criteria. This ranking will be used to make an advisory recommendation to the Dallas ISD Board of Trustees and is subject to their approval. Per Texas Government Code Ch. 2269, Dallas ISD may negotiate a contract with the selected proposer offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, Dallas ISD will endeavor not to disclose any information derived from the Proposals submitted by competing firms in conducting such discussions. The selected Contractor will be required to sign the Dallas ISD Contract form once the district's Board of Trustees grant the formal recommendation for award at the particular monthly publicly held Board meeting.

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

Following execution of a contract agreement between Dallas ISD and the successful contractor(s), the proposers will be notified about the outcome of the selection process.

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

If a Contract is awarded, it will be awarded to the proposer offering the best value to Dallas ISD. Dallas ISD is not bound to accept the lowest priced Proposal, if that Proposal is judged and or determined not to be the best value for Dallas ISD.

1.02.1 RECEIPT OF PROPOSALS

See Specification Section 00 41 10 Overall Proposal Packaging Checklist - for packaging instructions and Section 00 11 13 Advertisement for CSP for proposal receipt instructions and details

1.03.1 ADDENDA, ALLOWANCES, ALTERNATES AND UNIT PRICES

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

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

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

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

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

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

1.04.1 EVALUATION CRITERIA

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Government Code Chapter 2269, Contracting and Delivery Procedures for Construction Projects. The firm that offers the best value to the district based on published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm. Should negotiations be unsuccessful, the firm will be notified in writing of the decision to end negotiations, and the District will proceed to the next firm in the order of selection ranking until a contract is reached or all proposals are rejected. Based upon the proposal material submitted, the following criteria will be used to evaluate firms.

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Criteria Number	Criteria Description	Category Value
1	Purchase Price	
1a	* Proposal Price - This section will be scored according to published formula by Construction Services Procurement personnel and provided for all evaluators:	40 points
	Category Total:	40 points
2	Reputation of Vendors and of the Vendor's Goods or Services	
2a	References – Designated evaluators will check references to score this section:	5 points
	Category Total:	5 Points
3	The Quality of the Vendor's Goods or Service	
3a	Safety Plan, and Insurance Rate Modifier (IRM):	5 points
3b	Proposed Project Team(s) and Management approach to proposed projects:	7 Points
	Category Total:	12 Points
4	The Extent to which the Goods or Services Meet the District's Needs	
4a	General Contractor's current/past K-12 new or renovation construction experience:	10 points
4b	Proposed Construction schedule and phasing plan:	5 points
	Category Total:	15 points
5	The Vendor's Past Relationship with the District	
5a	Rated based on Past Project Performance, Quality, Compliance with Terms & Regulations:	5 points
	Category Total:	5 points
6	The Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (SBE)	
6a	Proposer demonstrated a commitment to the district's SBE program by providing enhancements to the administration of the proposer's contracting process for the work to be done by SBE firms. Examples of this commitment may include any of the following: expedited payments, Mentor Protege Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc.	3 Points
6b	Proposer submitted a list of two (2) SBE subcontractor references.	2 Points
6c	Proposer is a certified SBE OR Proposer submitted a Joint Venture Agreement with a certified SBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified SBE.	5 Points
6d	Proposer submitted a diverse list of certified SBE subcontractors, sub-consultants or suppliers that meets or exceeds the district's SBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the SBE project goals with a diverse SBE team of subcontractors, suppliers and subconsultants.	5 Points
6e	Proposer demonstrated a comprehensive framework and understanding of the district's SBE program by: providing a written and detailed SBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to SBE subcontractors, adhering to the SBE commitment and subcontractor payment terms, executing the SBE subcontracting schedule, complying with the district's SBE Program.	5 Points
	Category Total:	20 Points
7	The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services	
7a	Financial status of the vendor (as rated by Dun & Bradstreet):	3 Points
	Category Total:	3 Points
8	Any other Relevant Factor Specifically Listed in the Procurement Document	
8a	N/A	0 points
	Category Total:	0 points
	Total	100 Points Maximum

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

¹ Proposed Pricing Formula:

Maximum Score Minimum Score = Zero (0)
= Forty (40)

Notes: Low Bidder can only receive the full 40 points if at or under the advertised Construction Budget Estimate (A7)

Notes: Bids that are under budget will only lose 1 point per % from Low Bidder (Column G)

Notes: Bids that are over budget will be penalized 1 point per % from Low Bidder to the Budget & 2 points per % from the Budget

Notes: The low bidder is awarded points up to 20% over budget. If Low bid is 20% or more over Construction Budget Estimate (A7), no bidder shall receive any points for price.

NOTE: If all bidders are 20% or more over budget resulting no points being awarded, Dallas ISD shall use an alternative price evaluation formula to award points for the bids received. Low bidder will be awarded 5 points and each bidder will lose 1 point per percent from the low bid.

Formula = $P10 - G10 * 100$ P= Max Points Allowed (40) G= % from Low Bid

Step 1- Determine Low Bidder (Column C)

Formula = $=IF(Bid=\$E\$6,"Low Bidder",-)$

E6 = Low Bid

Step 2- Calculate Bid Delta (\$) from Budget (Column D)

Formula = $=Bid-\$A\$7$

A7 = Construction Budget Estimate

Step 3- Calculate Bid Delta (%) from Budget (Column E)

Formula = $=ROUND((Bid-\$A\$7)/\$A\$7,2)$

A7 = Construction Budget Estimate

Step 4- Determine if Bid is Over or Under Budget (Column F)

Formula = $=IF(Bid<=\$A\$7,"Under Budget","Over Budget")$

A7 = Construction Budget Estimate

Step 5- Calculate Bid Delta (%) from Low Bid (Column G)

Formula = $=IF(C10="low bidder",0,ROUND(E10-MIN(\$E\$10:\$E\$40),2))$

C10 = Low Bidder vs Not Low Bidder

Step 6- Calculate Points Lost for Bids Under Budget. (Column H)

Bid Proposals that are **UNDER** the Construction Budget Estimate provided will be scored with an escalator of 1. 1 Point Per Percent from low bid will be deducted from max points of 40.

Pricing Formula = $=IF(C10="low bidder",0,IF(F10="under budget",ROUND((G10*100)-K10,0),IF(MIN(\$E\$10:\$E\$40)>0\%,0,ROUND(-MIN(\$E\$10:\$E\$40)*100,0))))$

Under Budget

Step 7- Calculate Points Lost for Bids Over Budget. (Column K)

Bid Proposals that are **OVER** the Construction Budget Estimate provided will be scored with an escalator of 1 from the Low Bid to the Budget and an Escalator of 2 from the Budget to their bid. 1 Point Per Percent from the low bid will be deducted from low bid to budget & 2 points per percent from budget to their amount from max points of 40.

Pricing Formula = $=IF(F10="under budget",0,IF(F10="OVER BUDGET",IF(C10="low bidder",ROUND((E10*100),0),ROUND((E10*100),0))))$

Step 8- Add Multiplier to Points Lost for Bids Over Budget (Column M)

Bid Proposals that are **OVER** the Construction Budget Estimate provided will be scored with an escalator of 1 from the Low Bid to the Budget & an Escalator or 2 from the Budget to their bid. 1 Point Per Percent from low bid will be deducted from low bid to budget & 2 points per percent from budget to their amount from max points of 40.

Pricing Formula = $=IF(C10="low bidder",K10*2,IF(F10="under Budget",0,(E10*100)*2))$

Step 9- Calculate Total Points Lost (Column N)

Add Points Lost from Step 7 (Column J) + Points Lost from Step 8 (Column M)

Pricing Formula = $=J10+M10$

Step 10- Calculate Total Points Awarded (Column Q)

Subtract Points Lost from Max Points of 40

Pricing Formula = $=IF(C10="low bidder",K10*2,IF(F10="under Budget",0,(E10*100)*2))$

C10 = Low Bidder vs Not Low Bidder

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION

121.01 PROJECT NAME/ADDRESS

CSP 207325, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
159	L.L. Hotchkiss Elementary School	Renovation	6929 Town North Drive Dallas, TX 75231

1.02 OWNER

Dallas Independent School District
Construction Services
Linus D. Wright Dallas ISD Administration Building
9400 N. Central Expressway, Suite 800
Dallas, TX 75231

State Notification

- A copy of the 10-day Abatement and/or Demolition notification submitted to the State, must be forwarded to the following departments within reasonable time frame:
- Dallas ISD Environmental-DDANIELS@dallasisd.org
- Bond Safety Department- C105785@dallasisd.org

Guidelines for Facility Owner Section

- 10-day Abatement and Demolition State Notification, the below information must be included on **the facility owner section**:
- Name: Dallas Independent School District- Construction Services
- Attention: Contract Manager
- Address: 9400 N US 75-Central EXPY, STE 800 Dallas, TX 75231

1.03 OWNER'S PROJECT MANAGER (PM)

Terrence Mack will be the Owner's Project Manager (PM) for the management of planning, design, permitting, construction, and post-construction for this CSP. All correspondence and communication during the contract finalization, construction and post-construction processes shall be directed to the Architect/Engineer firm (A/E) with copy to **Terrence Mack**. During construction, the PM shall have authority to act on behalf of Dallas ISD for Owner related direction.

Terrence Mack, Design Manager

Dallas Independent School District
Construction Services
Linus D. Wright Dallas ISD Administration Building
9400 N. Central Expressway, Suite 800
Dallas, TX 75231
Phone: 818-913-1548
E-mail: C97635@dallasisd.org

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION

1.04 ARCHITECT/ENGINEER FIRM (A/E)

WRA Architects has been retained by Dallas ISD as the primary Architect/Engineer (A/E) for this bid package. All Drawings and Specifications have been prepared by the Architect/Engineer (A/E), including those dated 06/11/2025. All correspondence and communication regarding these documents shall be directed to the Architect/Engineer (A/E) with a copy to Project Manager.

WRA Architects
6000 Headquarters Dr.
Suite 600,
Plano, TX 75024
Main Contact: Eddie Garcia
Phone: 956-793-9631
Email: Egarcia@wraarchitects.com

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

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

Org # - SCHOOL NAME and PROJECT TYPE	SUBSTANTIAL COMPLETION	FINAL COMPLETION
159 – L.L. Hotchkiss Elementary School – Renovation	07/31/2027	60 days after Substantial

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

A separate contract will be issued by Dallas ISD for each school. The Contractor will be required to provide Payment and Performance Bonds for each contract. Contractor shall be responsible for all permit costs including plan review fees.

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

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

School Org #	School Name and Project Type	Construction Cost Limitation (CCL)	In Contract Owner Controlled Contingency (IC) 5% for Renovation 2.5% for New	Total Other Owner Allowances	Estimated Construction Budget (CCL + IC + Allowances)
159	L.L. Hotchkiss Elementary School – Renovation	\$3,928,377.39	\$196,418.87		\$4,124,796.26

- 1.01 **Student Safety is Priority-One.** The General Contractor (“the Contractor”) has the duty of care to perform the Work safely. The Dallas ISD Safety Program and School Operational Parameters are incorporated into the Project Contract Documents. **Under the AIA 101 and 201, the Contractor’s Superintendent is the person responsible for the daily safe execution of the Work.** The Contractor recognizes the critical need for the safety of all persons involved with the construction project, and most specifically the safety of students and the campus staff, and the need to conduct any and all construction operations in such a way as to NOT endanger the students and to NOT DISRUPT THE SCHOOL OPERATIONS.

The Contractor’s Superintendent will plan his work with the students’ safety as priority one. **On a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students’ safety or the schools’ operations. To this end, for each active project, the Contractor’s safety manager and the Contractor’s job site specific safety person MUST attend each DISD monthly Safety Committee Meeting. The PMF PM will also attend.**

Daily Contractor Operations:

- Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided by the Contractors’ subs and reviewed by the Contractor.
- Prior to the end of each work shift, the Contractor’s Superintendent will walk the site, and take the requisite action, to physically field verify that the campus has been made safe for student occupancy (the following morning), to protect the Work, materials and equipment from vandalism and theft. All gates and doors must be secured, and all warning signs must be posted.
- And at the end of the workday, the Contractor WILL audit the campus life safety systems and then call Central Control at 214.932.5627, to confirm to Central Control that the fire alarm system and security systems are back on normal operations.
- **The Contractor will not rely on DISD (“the Owner”) staff, school personnel, or PMF PM to perform his end of shift duties of making the campus safe for occupancy and auditing the life safety systems.**

The Superintendent must have OSHA 30-Hour Training and must be proficient in enforcing the Dallas ISD Safety Program and School Operations Parameters. Each Foreman, that will be working on site, must have the OSHA 10-Hour Training.

- 2.01 **School Operating Hours.** For Contractor construction purposes, access to school facilities shall be limited during the school’s normal working hours. During school operating hours, student occupancy and use is priority one. **And during normal hours, on a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students’ safety or the schools’ operations.** To this end, during school operating hours, the Contractor will incorporate student safety as priority one in his daily task specific Job Hazard Analysis (“JHAs”) and there will be no digging during normal school operating hours.
- 3.01 **Normal hours** are defined as the time and days when DISD provides for custodial staff to be on site. The cost for DISD custodial staff, during normal working hours on normal working days, shall NOT be included in the Contractor’s proposal. During procurement, the Contractor is free to call the campus to inquire as to the campus normal hours of operation. The DISD School calendar is readily available on the Dallas ISD website with a listing of the campus working days.
- 4.01 **After Hours Access.** The campus custodian must be on site when the Contractor is working after hours. **The Contractor is responsible for all after-hours custodial costs.** This cost shall be included in the Contractors proposal price. After hours are defined as the time when DISD does not have custodial staff on site. The Contractor will incur custodial overtime costs, at the rate of \$30 per hour, for DISD custodial staff presence at the school site. The Contractor will not rely on DISD

(“the Owner”) staff or school to perform the Contractor’s housekeeping duties. Custodial staff will be on site only to allow the Contractor access to the campus. Custodial staff will not perform cleanup work for the Contractor.

The Contractor is responsible for all after-hours custodian costs on days and times including but not limited to nights, weekends, DISD non-working days, and holidays. Any request by the Contractor to enter areas of the school, after normal operating hours, shall be coordinated and approved in advance per the (5) step process outlined on the DISD ‘After Hours Access Request Form’.

The contractor shall utilize the After-Hours Access Request form and submit said form to DISD at least two (2) working days prior to the needed access date. Contractor shall submit copies of each fully executed form(s) to the Project Manager (“PMF”) via email each day and during each weekly progress meetings so that they may be attached to the meeting minutes. Upon request, the PMF PM will provide the After-Hours Access Request form to the Contractor in electronic format. **After execution of the Work, the Contractor must email all custodial forms to the PMF prior to leaving the site. Noncompliance will require the Contractor to daily hand deliver (the following morning) the end of the day executed OT form to the bond office.**

- 5.01 **Holidays, Spring, Summer, Fall, and Winter Break Operations.** The Contractor will explicitly show each holiday, spring, summer, fall, and winter break and each SPA on his schedule. The Contractor will plan the project’s construction operations to perform major portions of the Work after hours, during holidays, and at times when the campus is NOT occupied. The heating scope should be performed during the summer and the cooling scope should be performed during the heating season.

The DISD School Calendar is available on the Dallas ISD website with a listing of all the holidays and breaks. Any requirement by the Contractor to enter areas of the school during the evenings, non-working days, and holidays shall follow the (5) step process outlined on the DISD ‘After Hours Custodial Request Form’ and the area will be made safe for student occupancy (the following morning).

- 6.01 **Summer School Status.** The Contractor will plan the construction Work to perform major portions of the Work during the summer, after hours, during holidays, and at times when the campus is NOT occupied. The heating scope should be performed during the summer and the cooling scope should be performed during the heating season. The Dallas ISD School Calendar is available on the Dallas ISD website with a listing of all the holidays and breaks.

To the extent feasible, the Owner will plan NOT to have summer school at school sites affected by construction. Select campuses may have summer programs and or early school start dates. **Upon mobilization to the campus, it is the Contractor’s responsibility to coordinate with the campus Principal to phase the Work in such a way as to incorporate summer programs and or early campus start dates into the project Work schedule.**

WHEN WORKERS AND DISD TEACHERS/STAFF ARE BOTH WORKING IN THE SAME AREA, THE CONTRACTOR’S SUPERINTENDENT (OR SAFETY MANAGER) WILL HAVE THE STAFF & STUDENTS SAFETY AS PRIORITY ONE. SPECIFICALLY, (2) WEEKS BEFORE THE STUDENTS RETURN FROM SUMMER BREAK, THE CONTRACTOR WILL TRANSITION FROM DAY TO NIGHT WORK. DURING THIS TWO-WEEK PERIOD, IF FOR ANY REASON THE CONTRACTOR HAS TO WORK DURING THE DAY THEN THE CONTRACTOR’S SUPERINTENDENT (OR SAFETY MANAGER) WILL WALK, MONITOR, AND COMMAND AND CONTROL HIS WORKFORCE UNDER THE EXPLICIT SCOPE OF MONITORING TO KEEPING THE STAFF/STUDENTS SAFE.

- 7.01 **State Testing Dates.** The Contractor will NOT be allowed to perform construction activities during critical achievement test periods. After hours work will NOT be allowed on testing days. During state testing periods, the Contractor’s Superintendent will be required be on site prevent his workers from being on site during testing periods. The campus State testing dates are campus specific. **Upon mobilization to the campus, it is the Contractor’s responsibility to coordinate**

with the campus Principal to inform himself of the requisite state testing days and to explicitly include said campus testing dates into the project Work schedule.

For each calendar year, Contractor shall allow for a minimum of 11 testing days for Elementary Schools, 18 testing days for Middle Schools and 23 testing days for High Schools. Actual testing days and dates may vary for each school and must be confirmed with the respective school Principal.

The System-wide Testing Schedule may be available under the School Calendar on the Dallas ISD website. The Contractor should consult this calendar to determine the number of testing days that will take place during the duration of the Project and the Contractor shall include those days in his proposal.

- 8.01 **The Contractor Will Not Disrupt the Campus Utilities, Critical Systems, or Critical Areas of Operation.** The Contractor has the duty of care to perform the Work safely and in a manner to NOT impact the campus Critical systems and to not disrupt school operations. The campus critical systems and areas of operation are areas/systems that are required for campus occupancy. **The campus critical systems include but are not limited to the campus air conditioning systems, the campus utilities (water, sewer, electrical, etc.), the campus life safety systems, the internet, the MDF/IDF rooms, and critical areas such as the kitchen and the campus admin areas.** Any renovation work that would require a shutdown of a critical system or impact an area of operation MUST be accomplished during after hours, weekends, non-working days, holidays, and other times when the school is not in operation. All critical system and areas of operation shutdown SPAs must be shown on the project schedule and planned for in advance so that the campus is ready for student occupancy. To this end, the Contractor must provide DISD with a written Critical System Safe Plan of Action ("Critical System SPA") notification no less than 10 calendar days in advance.

A shutdown of a critical system requires written Owner approval. **The Contractor will not impact a critical system or a critical area of operation without explicit written approval from the Owner.** To this end, the Contractor MUST provide a written Critical Systems and Areas of Operation Safe Plan of Action ("Critical System SPA") and MUST decide for temporary systems or services that are acceptable to the Owner. The Contractor must provide temporary power for the campus life safety systems. During an electrical power shutdown, the life safety and campus security systems must remain operational under temporary power. And during power shutdowns the campus food must be refrigerated under temporary power to prevent spoilage.

- 9.01 **10-Day Notice of Power Shutdown.** The Contractor has the duty of care to perform the Work safely and in a manner to NOT damage the Owner's equipment. **To this end, the Contractor must provide the Owner with a written proposed Power Shutdown Safe Plan of Action ("Power Shutdown SPA") no less than 10 calendar days in advance of the shutdown.** The COMPLETE proposed SPA will be transmitted via email to both the Project Management Firm PM (PMF) and the DISD Safety Manager. After review by the Owner's Safety Manager (with 10 calendar days in advance notice), the PMF PM will transmit said Power Shutdown SPA to DISD's Contract Manager, DISD Central Maintenance Office, the A/E team, and the campus custodial staff. All utilities shutdowns must be shown on the project schedule.

During electrical power shutdowns, the life safety and campus security systems must remain operational. The Contractor must provide temporary power for the campus life safety systems. And during power shutdowns the campus food must be refrigerated under temporary power to prevent spoilage.

- 10.01 **Worker Identity Badges.** The Contractor must provide each construction workers with a DISD approved third party issued identification badge, that shall be worn, visibly at all times while the worker is present on the campus construction site. **All workers must undergo a background check via Dallas ISD's approved third party vendor. After badging, prior to being allowed on site, each worker must attend a 2-hour DISD Safety Orientation. The Contractor is responsible for all badging and safety orientation costs.**

- 11.01 **Construction Fencing, Parking and Staging Areas.** Because the Work is a Phased project, the Contractor SHALL include the cost of all hard barriers and signage in his bid. The Contractor SHALL include the cost of covered walkways in his bid. The Contractor SHALL provide hard barriers and signage at his own cost. No CAEAs or additional funds will be provided to the Contractor for fencing, signage, parking, relocation of the jobsite trailer and or relocation of the staging areas.

Six-foot fencing and privacy cloth SHALL be provided to enclose the Contractor's laydown areas and job site trailer. Contractor site activities, storage offices, and fabrication shall be limited to the areas enclosed by construction fences. Contractor parking SHALL be limited to the area enclosed by the construction fence or other Owner approved areas adjacent to school property. The Contractor SHALL include the cost of offsite parking for his workers in his bid.

Because the Work is a Phased project, the Contractor shall include the cost of all required hard barriers and signage in his bid. The Contractor will incorporate all costs associated with deenergizing and or relocating hard barriers, electrical exit signs, etc. for each phase of the phased Work. The Contractor must coordinate all temporary barriers with the Fire Marshall. As the Contractor shuts down a part of the school, the Contractor SHALL erect, at his own cost, a floor to ceiling barricade to completely separate his work area from the campus occupants. The barrier shall be made of 3/4" plywood, it shall extend from floor to ceiling, wall to wall, shall have a door that can be locked, and shall be painted on the Owner's side. This barrier shall remain in place until the Work is completely finished. Safety warning signage shall be displayed near the temporary barrier. Temporary construction barriers and safety signage must be provided at tie-ins from Additions to existing structures.

- 12.01 **Fire Alarm System Maintenance, Operation, Removal and Certification.** Life Safety Systems are critical systems for occupancy and may only be disabled under a SPA and WRITTEN Owner approval. The Contractor shall be responsible for all costs and coordination of any disconnection, removal, shunting, reconnection, testing, and re-certification of the fire alarm and security systems as required to accomplish the Work. The Contractor is responsible for maintaining the existing fire alarm system, security system, and life safety systems operational throughout construction duration. If the Contractor requires the temporary or permanent relocation of fire alarm devices in order to complete the Work, then Contractor shall be responsible for notifying the PMF Project Manager and utilizing DISD's Vendor (if the system is under warranty) to disconnect, remove, secure, protect, reinstall, re-test and re-certify said equipment or system. If no vendor is indicated (or it is not under warranty), then the Contractor may select a qualified fire alarm vendor of his choosing. The Contractor is responsible for all costs and coordination of any disconnection, removal, shunting, reconnection, testing, and re-certification of the fire alarm system required to accomplish the Work and to receive the requisite green tag or certificates from the applicable Fire Department.

Anytime an existing fire alarm system or security system is disabled, prior to leaving the site for the day, the Contractor must contact Dallas ISD's Safety and Security Central Control at 214.932.5627. The Contractor will be required to provide his name, company, cell phone number, the reason for placing the system in trouble and how long the system will be disabled. The fire alarm and or the security system will not be left disabled overnight. **At the end of the workday, the Contractor must audit the campus life safety systems and call Central Control at 214.932.5627, to confirm that he has place the fire alarm system and security systems back on normal operations.** The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform this duty.

Contractor shall comply with the following time restrictions, when scheduling Fire Alarm inspections, and placing the life safety systems on TEST, **that require contact with DISD Central Control.** The Contractor will be responsible for any and all costs associated with said inspections (including but not limited to scheduling the Fire Marshal, City or any other personnel needed for this inspection).

- 7:00 AM - 9:00 AM (Arrival): Fire Inspections can occur before 7:00 AM or after 9:00 AM
- 2:30 PM - 4:00 PM (Dismissal): Fire Inspections can occur before 2:30 PM or after 4:00 PM

- 13.01 **Technology/Communications.** The Contractor has the duty of care to perform the Work in a manner to NOT damage the Owner's equipment. To this end, the Contractor must provide DISD with a written Power Shutdown Safe Plan of Action ("Power Shutdown SPA") notification of power or other utility shutdown no less than 10 calendar days in advance of the shutdown.

Contractor is responsible for any damages or changes to the existing technology/communication system throughout the duration of the construction and must make any appropriate repairs. If the Contractor requires the temporary or permanent relocation of technology in order to complete his work, then the Contractor is responsible for notifying Dallas ISD and completing all disconnections, removals, temporary facilities, security, protection, re-installation, re-testing and re-certification, etc. to maintain the system. The original warranty will need to be maintained / restored. Contractor is responsible for all costs and coordination.

- 14.01 **Water and Electrical Utilities.** On new construction projects, the Contractor shall provide and pay for all temporary and permanent utility services necessary for the execution and completion of the Work. On new construction projects, where new utility services are being installed, the Contractor shall establish temporary utility accounts and pay for said temporary utility costs for the duration of the project (until Substantial Completion). Utility costs paid by the Contractor after Substantial Completion shall be reimbursed by the District.

On renovation projects, the contractor is allowed to use temporary power and water from the existing school for the Work inside the building.

- 15.01 **Off-Limit School Areas.** The Contractor shall provide for hard barriers between his work and the campus occupants. When working in the existing building, the Contractor shall not use the school's cafeteria, telephones, restrooms, vending machines, staff parking lots or any other school facility. The Contractor shall include in his bid, the cost for temporary worker restrooms and the costs for offsite parking.

- 16.01 **No Overhead Lifting and No Trenching During Normal School Hours.** The Contractor shall NOT perform overhead lifting activities over areas occupied by students, school personnel, or visitors. The Contractor recognizes the critical need for the safety of all persons involved with the construction project, most specifically the students and the campus staff, and the need to conduct any and all construction operations in such a way as to NOT endanger the students and to NOT DISRUPT THE SCHOOL OPERATIONS. **Any Work that would require lifting over an occupied area or excavating MUST be accomplished during after hours, weekends, non-working days, holidays, and other times when the school is NOT in operation.** Roofing kettle operations will not be allowed to commence while the campus is occupied.

The Contractor shall NOT perform any trenching or excavating activities during regular school hours. Prior to digging, the Contractor shall perform a GPR and overlay the utilities finding over the Work areas. One week prior to any planned excavation or trenching, the Contractor shall conduct a Pre-Dig meeting (on site) with all the subs involved. Agenda will include a discussion about the GPR findings, the scope and review of the existing underground utilities as it relates to the planned trenching / excavation. At the pre-dig meeting, Contractor shall present a contingency plan if any utility is struck during execution of such work. The GPR findings overlay will be shared with all subcontractors and will be posted for worker ready reference at the jobsite trailer.

All utilities must first be hand dug, to field verify the depth and location of said line. Only after field verifying the depth and location, may the Contractor use mechanical equipment to excavate.

- 17.01 **Delivery of Materials and Equipment.** The Contractor shall issue a directive to all of his subcontractors that deliveries for this project shall be made to the Contractor and not to the campus office or to DISD personnel. It will be the Contractor's responsibility to replace, at his own cost, equipment or deliveries that are lost because of noncompliance with said delivery requirements.

The Contractor will also direct his subcontractors to NOT make deliveries during student arrival, student departure and on student testing days.

- 18.01 **Owner's Right to Salvaged Items.** Dallas ISD reserves the right to salvage any and all materials. The Contractor shall notify the Owner at least 4 weeks prior to the start of demolition (in each area where demolition will be performed). During said 4 weeks, the Owner may furnish a list of items to be salvaged, labeled, logged, and delivered to a place of DISD's choosing. Upon request, the Contractor will provide a receptacle acceptable to DISD for said salvageable items.
- 19.01 **Equipment Access.** During installation of new chilled water, hot water lines, new VAVs, AHUs, RTUs, Boilers, etc. the Contractor will install the new work in a way where he provides the requisite equipment access at each service side panel in accordance with the manufacturer's recommendation. The Contractor will account for insulation thickness, all existing and new above ceiling MEP and will coordinate his work prior to installation of new equipment. Please refer to the Contract Documents for specific details and preinstall meetings.
- 20.01 **Removal of Fixed Furnishings, Fixtures or Equipment.** The Contractor is responsible for the cost of removal, cataloguing, protection and the re-installation of fixed furnishings, fixtures or equipment required by the Contractor for the execution of his Work. The Contractor will include in his base bid, the costs to relocate and protect from damage said furniture, equipment, and property within any given room.
- 21.01 **Moveable Furnishings or Equipment.** This is a phased project. The Contractor will be responsible for any relocation of furniture or school property within any given room as necessary to perform the Work. The Contractor will include in his base bid, the costs to relocate and protect from damage said furniture, equipment, and property within any given room. The Contractor must obtain written approval to relocate furnishings or equipment within the room from the Owner via the PMF PM.
- 22.01 **I.T. Equipment and Safety/Security Equipment.** The Contractor SHALL coordinate a preinstallation meeting between DISD IT, the Contractor and the PMF PM. The Owner will be responsible for moving I.T. equipment and chemicals from science labs, when necessary. A pre-move meeting will be held at least five (5) days prior to any move requiring the Owner's involvement. If required, to accommodate significant demolition and construction activities, DISD will provide and the PMF will manage a moving services vendor to relocate movable furnishings and equipment out of each phased classroom area and into temporary facilities. The Contractor shall be responsible for coordinating the phasing of the Work with the Owner's moving vendor. Contractor will be responsible for the protection of any furnishing or equipment remaining in the Work areas.
- 23.01 **Tobacco and Alcohol Products Prohibited.** Use of all tobacco, alcohol and illegal uncontrolled substances is prohibited on Dallas ISD property. The Contractor will take daily action to enforce compliance.
- 24.01 **The Contractor Will Not Interact with Students/Campus Staff.** This is a phased project. The Contractor will install hard barriers between his Work and the campus occupants. As the Work progresses, the Contractor will move or relocate the hard barriers are required to prevent worker/student/staff interaction. The Contractor shall issue daily instructions to all of his subcontractors to refrain from interactions with students and campus staff.
- 25.01 **The Contractor Will Not Use Existing School Facilities.** Construction crews MUST stay away from all areas existing school facilities that are not within the limit of the designated work area. When working in the existing building, the Contractor shall not use the school's cafeteria, telephones, restrooms, vending machines, staff parking lots or any other school facility. The Contractor shall include in his bid, the cost for temporary worker restrooms and the costs for offsite parking. The Contractor shall issue instructions to all of his subcontractors to avoid interactions with students and campus staff. The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform his duties.

26.01 **Pressurized Testing.** Repressurizing of an existing system will be accomplished gradually and methodically and in a way that it does not damage the existing infrastructure. The Contractor has the duty of care to perform the Work safely and in a manner to NOT impact the campus Critical systems. Pressurized testing, on MEP systems, shall be done after hours, weekends, non-working days, holidays, and other times when the school is not in operation by Dallas ISD that occupied areas are not impacted, directly or indirectly, due to the testing.

27.01 **No Roofing Work Activities Allowed Over Occupied Areas.** On a daily basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. Activities that may cause a hazard to the below occupants is restricted. To this end, prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will incorporate this requirement. NO roofing work or hot work is allowed, regardless of the extent, when the campus is occupied. Specifically, roof work not allowed while the campus is occupied includes, but is not limited to roof coring, roof drilling, installation of roofing electrical and plumbing pipes, no installation of roof blocking, no installation of gas lines or equipment curbs, no installation of flashing, no roof demolition activities, no placing materials on the roof, and no maintenance or warranty work that would require changing of a piece of equipment.

Minimal inspections and maintenance activity are allowed. For example, activities that would require a workman to access the roof and make minor adjustments or to change a small blower. Said activity must be coordinate in advance.

28.01 **Demolition Activities Will Be Conducted With Student Safety As Priority One.** On a daily basis, the Contractor will plan and execute his demolition work with the utmost care to not endanger the students' safety or the campus operations. Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided, and the Asbestos report will be reviewed so as to prevent an asbestos release. And during abatement demolition and containment, the MEP chilled water lines, electrical lines, low voltage, fire suppression lines, etc. will be temporarily supported by the abatement contractor. This cost will be part of the contractor's base scope and will be included in his bid.

29.01 **Phased Project With Student Safety As Priority One.** On a daily basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided.

Since the school buildings will be in use during construction, the Work shall be conducted in phases as proposed in the Contract Documents phasing drawings. **Phasing proposed by the Contractor during procurement will be deemed proposed and not as accepted.** After the Notice to Proceed ("NTP") is issued to the Contractor, the Contractor's proposed phasing will be reviewed by the PMF Project Manager. The PMF PM will make a recommendation for DISD Contract Manager acceptance or rejection. **If proposed phasing plan is rejected by the PMF PM or DISD Contract Manager, then the phasing plan in the Contract Documents stands.**

Because the Work is a Phased project, the Contractor will include the cost of all required hard barriers and signage in his bid. The Contractor will incorporate all costs associated with demoing and or relocating hard barriers, electrical exit signs, etc. for the phased Work. The Contractor must coordinate all temporary barriers with the Fire Marshall. As the Contractor closes down a part of the school, the Contractor SHALL erect (at his own cost) a floor to ceiling barricade to completely separate his work areas from the campus occupants. Said barrier shall be made of 3/4" plywood, shall extend from floor to ceiling, shall be installed from wall to wall, shall have a door that can be locked, and shall be painted on the Owner's side. Hard barrier will remain in place and be relocated as work progresses until the Work is completely finished. The door will be kept secured to prevent students from entering construction areas.

30.01 **Project Schedule.** The Contractor will plan and execute his work with the utmost care to not endanger the students' safety or the campus operations. The Contractor will explicitly show each holiday, spring, summer, fall, winter break and each SPA on his schedule. The Contractor will plan

the construction Work to perform major work activities after hours, during holidays, and at times when the campus is NOT occupied.

Even though DISD does not operate its HVAC systems as true 4 pipe system, most DISD campuses have a 4-pipe system. Hence, the cooling scope should be performed during the heating season and the heating scope should be performed during the summer. These activities must be planned in advance and shown on the project schedule. The cooling portion of the work that is performed during the summer break must be fully operational by the time the teachers return from their summer break. The heating work that is performed during the winter holidays must be fully operational by the time the students return.

The Project Schedule must show that during the summer break, 2 weeks prior to students' arrival, the contractor will shift to working nights, weekends, DISD non-working days, and holidays. 2 weeks prior to students arrival, the teachers will occupy the campus during the day to prepare their classrooms for student use.

The Contractor must plan in advance and show on the project schedule all Dallas ISD Safety Manual high risk SPAs including but not limited to Pre Crane, Pre-Dig, Pre-Crawlspace, Pre-Dig, and Pre-Utility SPAs.

- 31.01 **Weekly Owner, Architect, Contractor ("OAC Meetings").** The Contractor's Project Manager and Superintendent MUST attend all weekly OACs. Missing more than 2 OACs will be grounds for replacing the Contractor's Project Manager and or Superintendent.

On a weekly basis the Contractor will organize and host an Owner, Architect, and Contractor ("OAC") progress meeting. At said meeting the Contractor will provide all attendees a hard copy of the project schedule, a copy of the 3 week look ahead, the RFI Log, the ASI Log, the PCO Log, the Submittals Log, and a hard copy of the Equipment Long Lead Items List. After the OAC meeting, the Owner, Architect, and the Contractor will walk the site to review installed work.

- 32.01 **DISD Monthly Safety Meeting.** For each active project (that has not reached Substantial Completion), the Contractor's Safety Manager and the Contractor's job site Superintendent MUST attend each DISD monthly Safety Committee Meeting. Noncompliance with said requirement will be grounds for replacing the Contractor's Safety Manager and or Contractor's Site Safety Person.

- 33.01 **Inclement Weather SPAs.** The Contractor will comply with DISD Inclement Weather SPA reporting requirements. The Contractor's Project Manager and Superintendent on a daily basis will monitor the weather to mitigate the damage to DISD property. The Contractor will take proactive action to prevent water intrusion. When HVAC or roofing work is in progress, the Contractor will temp in his Work to prevent water intrusion.

- 34.01 **Jobsite Trailer Postings.** On a weekly basis, the Contractor will plan and execute his work with the utmost care to not endanger the students' safety and to provide his subcontractors the most up to date project information available. To this end, the below items will be posted immediately adjacent to the job trailer entrance:

- The Project Team's Contact List w/Phone Numbers and Email.
- A Complete Copy of the Operations Parameters.
- A Colored Copy of The Most Recent GPR Report.
- A Site Map Showing the Location of each Utility Shutdown Valve.
- A Copy of the Project Baseline Schedule
- A Copy of the 3 Week Lookahead Schedule.
- A Copy of the Project's Phasing Plan.
- A hard copy of the last OAC Hand Outs.

On a daily basis, the Contractor will plan and execute his work (in coordination with the campus Principal, but under DISD Construction Services direction) with the utmost care to not endanger the students' safety or the campus operations.

Prior to the start of each work shift, daily jobsite specific Job Hazard Analysis (JHAs) will be provided. And, prior to the end of each work shift, the Contractor's Superintendent will walk the site, and take the requisite action, to make the campus safe for student occupancy (the following day), to protect the Work, materials and equipment from vandalism and theft. And at the end of the workday, the Contractor's Superintend will check all the life safety systems and then call Central Control at 214.932.5627, to confirm that the fire alarm and security systems are operational. The Contractor will not rely on DISD ("the Owner") staff or school security personnel to perform his duties.

35.01 **Lessons Learned.** For each active project, the Contractor must incorporate the below lessons learned into the planning and execution of the Work.

- 1) This is a phased project. The roof, windows, floors, and ceiling demolition and abatement scope will be phased by wing. Demo of the entire campus roof, windows, floors, and ceiling demolition and abatement scope will NOT be allowed at once.
- 2) The Contractor's Superintendent will plan his work with the students' safety as priority one. If the work endangers campus operations, it must be performed after hours, on weekends, holidays or times when the campus is not occupied.
- 3) **During the Summer Break, the Contractor PM and Superintendent are not allowed to take vacation. Noncompliance with said requirement will be grounds for replacing the PM and or Superintendent.**
- 4) All long lead item submittals must be driven to conclusion within 90 days of the Notice to Proceed. The project submittals must be driven to conclusion within 120 days of the notice to proceed.
- 5) Immediately after mobilizing, the Contractor will audit all of the school's life safety systems (Fire Alarm and Security Panels) and the Contractor will provide DISD with a video of any deficiencies. It will be assumed that all the systems are in perfect condition if the Contractor does not provide said video within 30 days from mobilization. At this point the Contractor will be responsible for any and all costs to repair the life safety systems.
- 6) For new building additions and or new building construction work any utilities work that would require a shutdown of a critical system or impact an area of operation MUST be accomplished after hours, weekends, non-working days, holidays and other times when the school is not in operation. All utilities must first be hand dug, to field verify the depth and location of said line. Only after field verifying the depth and location, may the Contractor use mechanical equipment to excavate.
- 7) Jurisdictional inspections shall be coordinated with the campus to not impact campus operations. The Contractor is required to include the costs of all inspection whether during normal of after-hours in his bid.

REIMBURSABLE

Fund Code: _____

Dallas Independent School District

Construction Services

After Hours-Work, Holidays and/or Holidays Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION

Contract P.O.#: _____ TEA/ORG. #: _____ School Name: _____

Contractor Name: _____ Contractor Person In-Charge: _____

Scope: _____

Name of Dallas ISD Operations Employee: _____ Biometric Code: _____

Cellular Number for Dallas ISD Operations Employee: _____

SECTION B. PRE-WORK NOTIFICATION:

Date of Scheduled Work: _____ Hours of Scheduled Work: _____

Time Scheduled From _____ To _____

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

Dallas ISD Program Administrator Approval: _____ Date: _____

SECTION C. POST-WORK CERTIFICATION:

Date of Actual Work _____

Time Actually worked From _____ To _____ Biometric Clock Used – Check 'X' if Yes
If Not Used – See Step 3 below

Hours of Actual Work _____

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

Dallas ISD Operations Employee Signature: _____ Date: _____

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

- Step 1. At least two (2) working days prior to scheduled access, Contractor shall fill out Sections A & B, sign Section B, and email the form to Program Management Firm who will obtain Dallas ISD Program Administrator Approval. Contractor will be provided name of the Operations employee by the Program Management Firm.
- Step 2. Contractor and Operations employee from Dallas ISD will meet at main entry of building at the scheduled start time.
- Contractor must notify Program Management Firm within 24 hours or pre-arranged date if contractor is unable to work.
 - In case of work being cancelled for some reason, Contractor shall fill out the actual hours in Section C as "0" and email the form to the Program Management Firm.
- Step 3. Upon completion of the scheduled day(s)'s work, Contractor shall complete Section C on the same form; Contractor and the Operations employee shall sign Section C; and Contractor shall send the completed form, no later than one (1) business day after execution of work, (all sections completed and signed off) to Program Management Firm. Please use a cover sheet for this step, which shows your name and contact number.
- Section C – Contractor to verify with Operations employee if Biometric Clock was used. If not used, Operations employee must complete and provide District's Non-Exempt Attendance Report with an explanation why Biometric Clock was not used.
- Step 4. Contractor shall submit copies of completed and fully executed form(s) for a given month, with the respective application for payment on a monthly basis.
- Step 5. **Dallas ISD shall make payment to the Operations employee(s) based on the standard compensation procedures for Dallas ISD in accordance with the "Fair Labor Standards" Act. Final Payment to the Contractor will be reduced by the reimbursement amount.**

Failure to follow all these steps listed above will result in:

- Pre-Work Notification:** If the Contractor does not obtain the Dallas ISD Program Administrator approval at least two (2) working days prior to the requested scheduled access, overtime will not be worked for the day or days expected.
- Post-Work Notification:** After the work has been completed the signed off form must be submitted the next day. If the completed form is not submitted timely the District may consider the removal of the Contractor's Person-In-Charge from the project.
- Failure to comply with the District's requirements may have a negative impact on the Contractor's ability to be assigned future work for the District.

Dallas Independent School District
Bond Program
Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION:☐ *Permanent☐ Temporary

School Name and Org. #: _____

Bond Program Manager (PM) Name: _____

General Contractor (GC) Person In-Charge: _____

Sub-Contractor (SUB) Person In-Charge: (Name) _____ (Contact No.) _____

SECTION B. PRE-WORK NOTIFICATION:

Utility System(s) to Be Shut down: _____

Utility Meter number _____

Description of Work Performed: _____

Describe Procedure for Shutdown: _____

Safety Measures/ Precautions for Shutdown: _____

Date/ Time Requested for Shutdown: _____

Shutdown Date	Shutdown Time	Restart Date	Restart Time

It is requested that the noted building system(s) be allowed for "shutdown" by the General Contractor to allow for our tie-in of services for the Project as enumerated below. We note that five (5) days advance notice is required as a minimum. I hereby certify that the required work has been coordinated and scheduled to achieve completion within the requested time-period.

SUB Person-In-Charge: _____ (Sign) _____ (Date) _____

GC Person-In-Charge: _____ (Sign) _____ (Date) _____

Bond Program Manager (PM) Approval: _____ (Sign) _____ (Date) _____

DISD Project Manager Approval: _____ (Sign) _____ (Date) _____

SECTION C. POST-WORK CERTIFICATION:

Actual Date/ Time for Shutdown: _____

Shutdown Date	Shutdown Time	Restart Date	Restart Time

GC Person-In-Charge Certification: _____ (Sign) _____ (Date) _____

Bond Program Manager (PM) Certification: _____ (Sign) _____ (Date) _____

DISD Project Manager Certification: _____ (Sign) _____ (Date) _____

DISD Sustainability Certification: _____ (Sign) _____ (Date) _____

SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION

- A. The General Contractor is to complete the *Utility Shutdown Request Form*, at least **5 working days** prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval.
- B. The Bond Program Manager (PM) will review and approve submitted *Utility Shutdown Request Form* and forward to the respective Dallas ISD Project Manager for approval.
- C. The Dallas ISD Project Manager will review and approve form and return to the PM.
- D. PM forwards approved form to Director/Maintenance Solutions and notifies Deputy Chief Director, Emergency Operations and Bond Program Safety Manager.

Note: All scheduled shutdown requests will require a jobsite meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedures and status of all District departments involved on the shutdown request.

Note: For electrical shutdowns (Scheduled/ involuntary), when required for building operations, the General contractor must supply a power generator to keep the telephones, data and alarms working at all times.

***Permanent shutdowns are facilities or specific meters that will not require power/ utility to be restored.**

SECTION 00 41 10 – OVERALL PROPOSAL PACKAGING CHECKLIST

- 1.01 Proposers are to package all submittal information as follows. Documents should be bound in 3 ring binders with tabs for each section of the proposal form. Do not spiral or GBC bind the documents.

- 2.01 Both Parts of the Proposal response shall be labeled as follows:

**Proposal for CSP 207325
Org 159 - L.L. Hotchkiss Elementary School**

**Due 01/06/2026
Time Due: 2:00pm
Part 1-A, 1-B, 1-C
<<Name of Proposer>>**

Please Note: Part 1-C Proposal Form- Alternates & Unit Pricing (Section Div 00 41 12) - Should the solicitation contain an opportunity for alternate pricing, please ensure that the Section Part 1-C Proposal Form – Alternates & Unit Pricing Section 00 41 12 is submitted in an individually sealed envelope labeled accordingly with the specified CSP number, CSP title and Part 1-C Proposal Form – Alternates & Unit Pricing. *Alternates Pricing will not be opened by the District unless the District engages in negotiations with the vendor submitting the alternate pricing package.*

**Due 01/07/2026
Time Due: 3:00pm
Part 2
<<Name of Proposer>>**

Proposals will be read at 3:00pm following the receipt of Part 2

- 3.01 Part 1-A of the Proposal shall contain completed Specification Sections
00 41 11 Proposal Form – Base Bid (with all addenda acknowledged)
00 43 13 Proposal Guarantee Bond Form
00 45 00 Dallas Independent School District Required Forms Package
00 45 20 Certificate of Non-Discrimination
00 45 22 Notification of Hazardous Materials Affidavit Form
00 45 23 Family Conflict of Interest Questionnaire (CIQ)
Submit one (1) original of each Section for Part 1-A.
- 4.01 Part 1-B of the Proposal shall contain completed Specification Section
00 41 13 Technical Proposal Form
Submit one (1) original, and one (1) copy of each Section for Part 1-B and one (1) soft copy (electronic) via flash drive or USB of each Section for Part 1-B, Section 00 41 13 Technical Proposal Form section.
- 5.01 Part 1-C of the Proposal shall contain completed Specification Sections
00 41 12 Proposal Form – Alternates and Unit Pricing
Submit one (1) original of each Section for Part 1-C in a separate, sealed envelope marked according to the specifics noted in Section 2.01 on this page.
- 6.01 Part 2 of the Proposal shall contain completed Specification Sections
00 45 39 SBE Compliance Guidelines and Forms
Submit one (1) original, one (1) copy, and one (1) soft copy (electronic) in either CD Rom or flash drive of each Section for Part 2.

Materials Escalation Price Reconciliation Form

The intent of this document is to establish guidelines to reasonably reconcile **ONLY** the Project's materials cost escalation. No overhead, profit, or insurance costs are to be included. The Contractor has a duty to mitigate Materials Cost Escalation. Therefore, as a condition precedent to any cost adjustments, the Contractor must comply with establishing the Project Baseline Schedule as required under Division 1 of the Project's Contract Documents. All terms shall have the same meaning as defined in the executed AIA Agreement for this project.

1. DELIVERY METHODS:

- Competitively Sealed Proposal (CSP)
- Construction Manager at Risk (CMAR, CMaR, CM@Risk)

2. PARTIES

- DISD (Owner)
- Program Management Firm (PMF, Program Manager, PM)
- Architect or Engineer of Record (A/E)
- Contractor (GC)

3. PROJECT

- a. ORG# _____ PROJECT NAME: _____
- b. Notice to Proceed (NTP) Date: _____
- c. Date City Permits Ready for GC Pick Up: _____
- d. Date of Escalation of Materials Document Submission to Owner: _____

4. **PRICE IMPACTED MATERIALS:** It is understood that vendors providing materials to the Owner's Project may be experiencing industry-wide economic fluctuations that affect the price, availability, delivery, and execution of the Project. The intent of this document is to reasonably reconcile **ONLY** the Project's materials cost escalation. This form will be used by the Owner to provide a good-faith adjustment of market price-impacted materials.

5. **PROJECT BASELINE:** Compliance with establishing the project baseline will be a condition precedent to requesting Owner approval of a materials cost escalation. The Contract Documents (Drawings, Specs, and Contract) establish the elements required to establish the project baseline. The Contractor has a duty to mitigate Materials Cost Escalation.

6. **PRICE INCREASE:** In the event of a Materials' Price INCREASE, the Contract Price shall be reasonably adjusted to reconcile the Materials' Price INCREASE.

Materials Escalation Price Reconciliation Form

7. **PRICE DECREASE:** In the event of a Materials Price DECREASE, the Contract Price shall be reasonably adjusted to reconcile the Materials' Price DECREASE.
8. **LIMITATION ON CONTRACT PRICE ADJUSTMENT:** Regardless of Proposed Materials' Price Increases or Decreases, the Contract Price shall not be adjusted by more than 15% of the original Contract Price or any other restrictions on cost increases found in State law or the terms of the contract between Owner and Contractor.
9. **NO ADJUSTMENT FOR MATERIALS QUANTITIES:** No adjustments will be made for changes in materials quantities. The intent of this document is to reconcile ONLY materials costs.
10. **SCHEDULE OF VALUES & PAYMENT:** Payment for adjustments will be in accordance with the executed AIA Agreement, change orders, or CAEAs for this project. Similar to other Owner Cost/Credits, in accordance with Division 1 of the Specifications, the cost or the credit for materials reconciliation will be shown as a line item in the Project's Pay Application's Schedule of Values.

OWNER (DISD)

CONTRACTOR (GC)

ARCHITECT (A/E)

Materials Escalation Price Reconciliation Form

EXHIBIT "MATERIALS ESCALATION" – BASELINE PRICE Matrix

The intent of this document is to establish a Baseline so that the materials escalation costs may be subsequently reconciled. To establish an objective cost baseline, the Contractor must provide the Owner a date stamped copy of the actual materials costs proposal from the materials vendor/manufacturer.

1. Price Impacted Material: _____

Date of Price: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide a Copy of Manufacturer Docs:

2. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

3. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

4. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

5. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

Materials Escalation Price Reconciliation Form

6. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

7. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

8. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

9. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

10. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

11. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

Materials Escalation Price Reconciliation Form

12. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

13. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

14. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

15. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

16. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

17. Price Impacted Material: _____

Baseline Price: _____ (Unit)

Pricing Method: _____

Provide Copy of Manufacturer Docs:

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1A)
to
DALLAS INDEPENDENT SCHOOL DISTRICT
FOR THE FOLLOWING WORK:

PART 1. General Information

Competitive Sealed Proposal (CSP) 207325, consisting of improvements to:

ORG #	PROJECT NAME	PROJECT TYPE	ADDRESS
159	L.L. Hotchkiss Elementary School	Renovation	6929 Town North Drive Dallas, TX 75231

PART 2. Proposal Form**2.01 Agreement of Proposal Submittal**

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

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

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

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

2.02 Addenda

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

CSP 207325

Addendum No.	Addendum No.	Addendum No.	Addendum No.

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

2.03 Withdrawal of Proposals

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

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

2.04 Award of Contract

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

The Owner reserves the right to reject any or all Proposals and to waive any irregularities in any Proposal received. The Owner further reserves the right to limit the number of contracts awarded and/or to be performed concurrently to any one Contractor if such appears to be in the best interest of the District. Awards will be per published criteria and weights. Price is only 40% of the evaluation criteria, and awards may be made to other than the low dollar proposer.

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

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

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

2.06 Collusion, Litigation, Default, Competency

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

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

1. Reason for believing collusion exists among proposers.
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated.
3. The proposer is involved in any litigation against the Board.
4. The proposer is in arrears on any existing contract with Dallas ISD or has defaulted on a previous contract with Dallas ISD.
5. Lack of competency as revealed by the financial statement, experience and equipment questionnaires, or omission of required proposal submittals.

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

6. Uncompleted work which, in the judgment of the Board, will prevent or hinder the prompt completion of this Work, if awarded.
7. Inaccurate information or circumstances that establish reasonable grounds for belief that the proposer is not a “responsible proposer” include, but are not limited to the below examples:
 - a. Incomplete Bid Submittal – e.g., Missing Base Bid proposal number.
 - b. Incorrectly Calculated Total Base Bid - Proposal plus Owner’s Controlled Contingency **MUST** add up to Total Base Bid. Please double check to confirm compliance.

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

- Projects of \$25,000 and under: Bid bond is required
- Projects over \$25,000 and up to and including \$100,000: Bid and Payment Bond is required
- Projects over \$100,000: Bid, Performance and Payment Bonds are required

2.07 Ultimate Corporate Ownership

Is proposer a corporation? Check One, Yes ____ No ____

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

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

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

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

The Proposer's Price is defined as the total amount, including Cost of the Work and allowances, for the performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents, Drawings, and Specifications.

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

Base proposal is defined as the Cost of the Work not including allowances or alternates.

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

A	Proposer's Price for all schools in CSP 207325, which includes the Allowances as per item 2.09 below:	
		\$ _____
	_____ Dollars	

Proposer's Price Breakdown (to be completed by proposer):

Base Proposal minus Allowances:	\$
2.09 B: Owner Controlled Contingency Allowance (5%/2.5% of Base Price minus Allowances):	\$196,418.87
2.09 C: Other Owner Allowances (provided by Owner, see 2.09 C below):	\$
2.09 D: Proposer's Abatement Cost included in 2.08 A (Abatement is to be included in GC Base scope price. The intent of this section is to show the breakout of the abatement cost.)	
2.08 A: Proposer's Base Price plus (+) Allowances (should equal amount in Section 2.08 A above):	\$

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

2.09 Allowance Items

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

B	Allowance Description: In Contract Owner Controlled Contingency (IC)	Dollar Amount (\$) *Proposer to Fill In
159	L.L. Hotchkiss Elementary School	\$196,418.87

C	Allowance Description: In Contract Owner Controlled Allowances	

2.10 Alternates

This information is to be submitted with section 00 41 12 (Part 1-C of the CSP Package.)

2.11 Unit Pricing

This information is to be submitted with section 00 41 12 (Part 1-C of the CSP Package.)

2.12 Breakout or Separate Pricing

The successful Proposer shall provide a proposed preliminary schedule of values for each school within the CSP 3 days after Board award. In the chart below, the Proposer must provide the cost breakdown per school of the base price provided by the Proposer in paragraph 2.08A of this section

The following information is requested for information and budget verification only and it is not the basis for the quantitative evaluation of this proposal.

School Org #	School Name and Project Type	Estimated Construction Budget	Proposer's Base Bid Proposal Breakdown per School
159	L.L. Hotchkiss Elementary School - Renovation	\$4,124,796.26	
NOTE: If a project has more than one school, then the proposal MUST be itemized by campus. An Addition/Renovation project MUST have 2 lines (one line for the addition and one line for the renovation scope). The Total Project bid must add up to the sum of all the itemized components.			

Org #	School Name	Owner's Expected Substantial Completion Date	Proposer's Proposed Substantial Completion Date
159	L.L. Hotchkiss Elementary School	07/31/2027	

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

2.13 Liquidated Damages

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

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

	Liquidated Damages	* Dollars Per Calendar Day		
		Addition	Renovation	New
159	L.L. Hotchkiss Elementary School	0.025% of Construction Budget	0.025% of Construction Budget	0.025% of Construction Budget

* The Dallas ISD's liquidated damages cost formula is 0.025% of the construction budget for the project, up to a maximum of \$1,500.00 per calendar day.

SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL

Name of Contractor	

PART 3. Execution**3.01 Proposal Form Execution**

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

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*

Name of Principal Owner

Name of Secretary of Corporation

(if applicable)

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

Firm: _____

By: _____

Printed Name

Title: _____

Signature: _____

Legal Address: _____

Date: _____

Affix Corporation Seal here (if applicable)

SECTION 00 41 12 – PROPOSAL FORM – ALTERNATES AND UNIT PRICING

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1C)
to
DALLAS INDEPENDENT SCHOOL DISTRICT
FOR THE FOLLOWING WORK:

PART 1. General Information

CSP PACKAGE 207325, consisting of improvements to:

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
159	L.L. Hotchkiss Elementary School	Renovation	6929 Town North Drive Dallas, Dallas 75231

PART 2. Proposal Form**2.01 through 2.09**

Refer to Specification Section 00 41 11.

2.10 Alternate Price Items

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

All Alternates must be priced. Alternates are not listed in the order of preference.

159 L.L. Hotchkiss Elementary School - Renovation

No.	Alternate Description	Proposer's Add Price	Proposer's Deduct Price

2.11 Unit Prices

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

159 L.L. Hotchkiss Elementary School - Renovation

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

2.12 through 2.14

Refer to Specification Section 00 41 11.

SECTION 00 41 12 – PROPOSAL FORM – ALTERNATES AND UNIT PRICING

Name of Contractor	

PART 3. Execution**3.01 Proposal Form Execution (Part 1A)**

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

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)Name of President of Corporation *or*
Name of Principal OwnerName of Secretary of Corporation
(if applicable)

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

Firm: _____

By: _____

Title: _____

Legal Address: _____

Date: _____

Affix Corporation Seal here (if applicable)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

COMPETITIVE SEALED PROPOSAL (Part 1-B)
to
DALLAS INDEPENDENT SCHOOL DISTRICT

PART 1. GENERAL**1.01 Contractor Firm Information**

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

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

PART 2. TECHNICAL PROPOSAL

The Contractor is requested to submit a complete response to each of the items listed in this technical proposal form. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE TO THIS PROJECT. Responses requiring additional space should be brief and submitted as an attachment to this section.

2. Reputation of Vendors and of the Vendor's Goods or Services (5 Points out of 100 Possible Points in the Selective Criteria)

2 a. References (5 Points of the 5 points Possible under Reputation of Vendors and of the Vendor's Goods or Services)

Provide five projects, from five separate organizations, with appropriate references using the attached form. Answer the questions for each relevant project, with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed in the last four years, using the format below:

A member of the Evaluation Committee will verify the information with the references provided and may ask additional questions of the references. Contractor should ensure availability of the references after bid opening.

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Project No. _____ :

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

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Proposer should copy this form for use on 5 past projects.

3. The Quality of the Vendor's Goods or Service (17 Points out of 100 Possible Points in the Selective Criteria)

3 a. Safety Plan and Insurance Rate Modifier (IRM): (5 Points of the 12 points Possible under Criteria 3)

A. List your organization's Insurance Rate Modifier (IRM) for the current year as obtained from your insurance agent. Copy of IRM from insurance agent to be attached as confirmation.

_____ current year IRM

B. Complete the matrix for the five past years, as obtained from OSHA No. 300 Log:

	Year _____	Year _____	Year _____	Year _____	Current Year _____
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked (round to 1,000's)					

C. Are regular project safety meetings held by Field Supervisor(s)? ____ Yes ____ No

If yes, frequency: ____ Weekly ____ Bi-Weekly ____ Monthly ____ As Needed

D. Are project safety inspections conducted? ____ Yes ____ No

If yes, who performs inspection? _____

How often? ____ Weekly ____ Bi-Weekly ____ Monthly ____ As Needed

E. Does your organization have a written safety program? ____ Yes ____ No

If yes, two copies of the full safety manual must be provided. Two CD-ROMs, each containing the safety manual in PDF format clearly marked as "Safety Manual" is preferred.

If no, then the contractor may adopt the Dallas ISD Safety manual. Will your organization adopt the DALLAS ISD Safety Manual? ____ Yes ____ No

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

F a. Does your organization have a safety orientation program for new employees?

____ Yes ____ No

For employees promoted to Field Supervisor. ____ Yes ____ No

If yes, does your Supervisor Safety Program include instructions on the following topics?

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

F b. Provide a resume of the Safety Manager.

G. Does your organization have a written Drug and Alcohol policy in place? ____ Yes ____ No

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

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

3 b. Proposed Project Team(s) and Management approach to proposed projects and

Contractor’s Pending Claims and or Litigation: (7 Points of the 12 points Possible under Criteria 3)

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

A. Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.

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

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Staff: Project Manager

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

Staff: Superintendent 1 – School Name:

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

Staff: Superintendent 2 – School Name:

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

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

Staff: Superintendent 3 – School Name: _____

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

Staff: Superintendent 4 – School Name: _____

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

Staff: Superintendent 5 – School Name: _____

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

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

C. CONTRACTOR'S PENDING CLAIMS AND/OR LITIGATION

Attach a list of pending claims and/or litigation at time of submitting Proposal. (Show project name, owner, and summary explanation.)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

4 The Extent to which the Goods or Services Meet the District's needs (15 Points out of 100 Possible Points in the Selective Criteria)**4 a. General Contractor's current/past K-12 new or renovation construction experience: (10 Points of the 15 points Possible under Criteria 4)**

Provide below the School District, School Name, Project Type, **Completion Date** and **Final Construction Value** for a **minimum of 5**** K-12 Projects completed by your company **as a prime contractor**.

School District	School Name	Renovation, Addition, or New Const.	Completion Date	Final Construction Contract Value

***A separate sheet may be attached with additional projects.*

4 b. Proposed Construction schedule and phasing plan: (5 Points of the 15 points Possible under Criteria 4)

The Contractor understands that Dallas ISD desires that the Project be completed on or before the duration of the contract. The Contractor shall prepare and submit a proposed construction schedule for each of the schools in the CSP and present this schedule with Section 00 41 13. **Additions and Renovations work within a school must be broken out into two separate items.** This schedule may be as detailed as the Proposer would like but must have a minimum of schedule information (major construction phases, activities, and milestones) as is necessary to facilitate negotiations.

Provide, as an attachment to the Technical Proposal form, a GANTT chart depicting how you anticipate delivering the project in the time frame outlined in this proposal. Describe the scope of work to be completed in each phase of each school.

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

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

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

- A. Describe the type of software utilized to prepare the construction schedules. (**Attach proposed project schedule**)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

5. The Vendor's Past Performance with the District (5 Points out of 100 Possible Points in the Selective Criteria)**5 a. Past Project Performance, Quality, and Compliance with Terms and Regulations (5 Points of the 100 points Possible under Criteria 5).**

The District will evaluate the quality of construction and materials used. Check for transparency in reporting and communication. Check for excessive claims or disputes with clients. Contractor's ability to adhere to district directives, procedures, and requirements. Assess adherence to project timelines and budgets. Ensure good business practices (i.e. receivables, payments, deliverables).

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

6. The contractor is to complete all Small Business Office Compliance forms in Section 00 45 39 for selection criteria 6. (Category Total: 20 Points of the 20 Points possible under Criteria 6.)

6a. Proposer demonstrated a commitment to the district's Small Business Office (SBE) program by providing enhancements to the administration of the proposer's contracting process for the work to be done by SBE firms. Examples of this commitment may include any of the following: expedited payments, Mentor Protégé Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc. (3 points)

6b. Proposer submitted a list of two (2) Small Business Office subcontractor references. (2 points)

6c. Proposer is a certified SBE, or Proposer submitted a Joint Venture Agreement with a certified SBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified SBE. (5 points)

6d. Proposer submitted a diverse list of certified SBE subcontractors, subconsultants or suppliers that meets or exceeds the district's SBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the SBE project goals with a diverse SBE team of subcontractors, suppliers and subconsultants. (5 points)

6e. Proposer demonstrated a comprehensive framework and understanding of the district's SBE program by: providing a written and detailed SBE compliance plan, designating a high ranking individual who will be responsible for SBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to SBE subcontractors, adhering to the SBE commitment and subcontractor payment terms, executing the SBE subcontracting schedule, complying with the district's SBE Program guidelines, etc. (5 points)

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

7. The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services (3 Points out of 100 Possible Points in the Selective Criteria)**7 a. Financial status of the vendor (as rated by Dun & Bradstreet):
Category Total: (3 Points of the 3 points Possible under Criteria 7)**

- A. Provide the complete corporate or company name of your firm and the D-U-N-S Number as it is recorded with Dun & Bradstreet. This information will allow the owner to confirm that the correct reports are being used for the evaluation.

D-U-N-S Number: _____

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

C8. ADDITIONAL INFORMATION:

The following information must be provided to complete the evaluation of the Contractor's technical proposal.

A. DISCLOSURE OF INTERESTED PARTIES

1. Disclosure of Interested Parties – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

After Board of Trustee authorization, the successful Vendor will be required to complete an electronic Form 1295 on the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to entering into a contract with the District in accordance with this statute. Additional information is available on the Texas Ethics Commission website at www.ethics.state.tx.us.

Submission of a response to this CSP indicates Respondent's acceptance and intended compliance with this requirement.

SECTION 00 41 13 – TECHNICAL PROPOSAL FORM

Name of Contractor	

PART 3. TECHNICAL PROPOSAL FORM EXECUTION**3.01 Proposal Form Execution**

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

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)Name of President of Corporation *or*
Name of Principal OwnerName of Secretary of Corporation
(if applicable)

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

Firm: _____

By: _____

Title: _____

Legal Address: _____

Date: _____

Affix Corporation Seal here (if applicable)

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND

Name of Contractor	

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

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

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

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

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

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

This Proposal Guarantee Bond must be equal to 10% of the full amount of the contract which it secures.
Power of Attorney from Corporate Surety should be attached to this Proposal Guarantee Bond.

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND

Name of Contractor	

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

(Business Address)

(Individual Principal)

(Business Address)

(Corporate Principal)

ATTEST:

Secretary

President

Business Address

Corporate Surety

ATTEST: _____

BY: _____

PART 1 GENERAL

Schedule "A"
Building Construction Prevailing Wage Rates 2012
City of Dallas

Building Construction Projects (does not include single family homes and apartments).

**Use Schedule B - Current Engineering (Highway/Heavy) Construction Wage Determination For Paving and Utilities Incidental to Building Construction.*

Schedule "A"

<u>CLASSIFICATION</u>	<u>PREVAILING RATE</u>	<u>FRINGES</u>
Acoustical Installer	\$12.16	-----
Backhoe Operator	\$10.64	\$1.41
Bricklayer	\$21.06	\$7.18
Brick, Tender	\$8.60	\$1.30
Carpenter	\$23.15	\$8.20
Cement Mason/Concrete Finisher	\$11.38	-----
Drywall Hanger	\$11.71	-----
Electrician	\$24.50	12.25% + 4.70
Electrician, Cable Splicer	\$26.41	4.50 + 12.5%
Floor Layer, Carpet	\$13.13	-----
Front End Loader Operator	\$8.77	-----
Glazier	\$12.26	\$1.10
Mechanical Insulator	\$10.55	\$1.00
Laborer, Unskilled (Excluding Landscape Laborers)	\$7.58	\$1.30
Painter Brush & Spray	\$10.76	\$2.20
Painter doing drywall finishing only	\$10.42	-----
Paperhanger	\$11.30	\$2.20
Lather	\$17.38	\$1.04
Hydraulic Crane (35 tons & under)	\$23.70	\$9.35
Hydraulic over 35 tons, Derricks, Overhead Gentry, Stiffleg, Tower, etc., and Cranes with Pile driving or Caisson Attachments	\$24.70	\$9.35
Plasterer	\$15.06	\$2.94
Plasterer tender	\$9.00	-----
Plumber	\$12.80	\$1.63
Roofer	\$9.45	\$1.04
Sheet Metal Worker (Including HVAC Duct Work)	\$12.80	\$2.05
Sprinkler Fitter (Fire Sprinkler)	\$25.84	\$16.47
Iron Worker, Structural	\$21.60	\$4.40
Iron Worker, Reinforcing	\$10.33	\$2.94
Tile Setter	\$13.75	----- --

Schedule "B"

<u>CLASSIFICATION</u>	<u>PREVAILING RATE</u>
Asphalt Distributor Operator	\$15.32
Asphalt Paving Machine Operator	\$13.99
Asphalt Raker	\$12.69
Broom or Sweeper Operator	\$11.74
Concrete Finisher -Paving and Structures	\$14.12
Concrete Paving Finishing Machine	\$16.05
Concrete Paving Saw Operator	\$14.48
Crane Operator, Lattice Boom 80 Tons or Less	\$17.27
Crane Operator, Lattice Boom over 80 Tons	\$20.52
Crane, Hydraulic 80 Tons or Less	\$18.12
Crawler Tractor	\$14.07
Electrician	\$19.80
Excavator, 50,000 Pounds or Less	\$17.19
Excavator, over 50,000 Pounds	\$16.99
Flagger	\$10.06
Form Builder/Setter, Structures	\$13.84
Form Setter -Paving & Curb	\$13.16
Foundation Drill Operator, Crawler Mount	\$17.99
Foundation Drill Operator, Truck Mount	\$21.07
Front End Loader 3 CY or Less	\$13.69
Front End Loader, over 3 CY	\$14.72
Laborer -Common	\$10.72
Laborer -Utility	\$12.32
Loader / Backhoe	\$15.18
Mechanic	\$17.68
Milling Machine	\$14.32
Motor Grader, Fine Grade	\$17.19
Motor Grader, Rough	\$16.02
Pavement Marking Machine	\$13.63
Pipe Layer	\$13.24
Reclaimer / Pulverizer	\$11.01
Roller, Asphalt	\$13.08
Roller, Other	\$11.51
Scraper	\$12.96
Servicer	\$14.58
Small Slipform Machine	\$15.96
Spreader Box	\$14.73
Steel Worker (Reinforcing)	\$16.18
Truck Driver -Lowboy -Float	\$16.24
Truck Driver -Off Road Hauler	\$12.25
Truck Driver -Single Axle	\$12.31
Truck Driver -Single or Tandem Axle Dump Truck	\$12.62
Truck Driver -Tandem Axle Tractor with Semi Trailer	\$12.86
Truck Driver -Transit Mix	\$14.14
Tunnel Boring Machine Operator (greater than 48")	\$13.61
Tunneling Machine Operator (48" or less)	\$9.16

00 43 43 PREVAILING WAGE RATES

Welder	\$14.84
Work Zone Barricade Servicer	\$11.68

If the construction project involves the expenditure of federal funds of \$2,000 or more, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work in the City of Dallas.

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) the number of hours worked per day, except for overtime hours, times (B) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) one and one-half times the above respective rate per hour times (B) the number of hours worked on the legal holiday.

The "General Prevailing Rate for Overtime Work" for the crafts or type of workers or mechanics is one and one-half times the above respective rate per hour.

Under the provisions of Chapter 2258 of the Government Code, the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

Solicitation Number: CSP 207325
Solicitation Title: ORG 159 - L.L. Hotchkiss Elementary School - Renovation

REPRESENTATION AND CERTIFICATION

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

1. Represents that to the best of its knowledge it is not indebted to the District. **Indebtedness** to the District shall be basis for non-award and/or cancellation and/or termination of any award.
2. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension.**"
3. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.
 1. **My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.**
 2. **My firm is not owned nor operated by anyone who has been convicted of a felony.**
 3. **My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.**

Name of Felon(s): _____

Details of Conviction(s): _____

4. "**Non-Collusion Statement**" and "**Anti-Lobbying Certification**": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the District's Board of Trustees between bid/proposal submission date and award by the Board.
5. The District promotes, to the maximum extent allowed by law, participation by **economically disadvantaged business enterprises** in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise, historically underutilized business, or minority/women owned business enterprise?

(check one) **Yes** **No**

Type of Certification: _____

Issued by: _____ **Date of Issue:** _____

Please attach proof of certification to this submittal. **Certified by:** _____

6. "**Conflict of Interest**": No officer, agent, or stockholder of the Offeror is a member of the staff, or related to any employee of the District except as noted herein: _____
Texas Statute enacts disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period to any District official, administrator, and/or Board member? [] Yes [] No
If yes, explain (the gift, name of individual receiving gift, date gift was provided, etc.): _____

(COMPLETE THE ATTACHED QUESTIONNAIRE FORM)

7. Offeror agrees to the attached "**General Terms and Conditions**" and any "**Special Terms and Conditions**" (if applicable) of this solicitation and in case of conflict with other documents provided by Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
8. "**Insurance, Bonds**": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The District may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Offeror must notify the District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

Solicitation Number: CSP 207325
Solicitation Title: ORG 159 - L.L. Hotchkiss Elementary School - Renovation

9. **"Workers Compensation"**: Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, 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.
10. **"Criminal Background Checks/Searches"**: Offeror represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with the General Terms and Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code (TEC) 22.0834" (attached).
11. **"No Boycott of Israel"**: Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with DALLAS ISD. For purposes of any contractual arrangement with DALLAS ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
12. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations"**: Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
13. **"Transactions with an Abortion Provider or Affiliate"**: Offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2273, and effective September 1, 2019. If this provision is violated by Offeror, Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2273.003.

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____ Submitter's Name/Title: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Address: _____ City, State and Zip Code: _____

Fax No. _____ Date: _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH FIRM'S OFFER.

Notice to Offerors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Offerors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Offeror's company and an officer of the District. Offerors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176. Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve- month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

1. an officer of the District;
2. an officer of the District that results in the officer or family member receiving taxable income;
3. an officer of the District that results in the Offeror receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or Offeror of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

If a conflict exists, forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for qualification or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Offeror also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Dallas Independent School District are:

Lance Currie (District 1)
Sarah Weinberg (District 2)
Dan Micciche (District 3)
Prisma Y. Garcia (District 4)
Byron Sanders (District 5)
Joyce Foreman (District 6)
Ben Mackey (District 7)
Joe Carreon (District 8)
Ed Turner (District 9)
Stephanie Elizalde, Ed.D. Superintendent of Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 9400 North Central Expressway Suite 1510, Dallas, Texas 75231

July 2022

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Solicitation Number: CSP 207325
Solicitation Title: ORG 159 - L.L. Hotchkiss Elementary School - Renovation

Dallas ISD, 9400 North Central Expressway, Dallas, TX 75231

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

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

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

- A. ☐ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- B. ☐ My firm is not owned nor operated by anyone who has been convicted of a felony:
- C. ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Solicitation Number: CSP 207325
Solicitation Title: ORG 159 - L.L. Hotchkiss Elementary School - Renovation

IDENTIFICATION BADGE(S)

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.
2. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

3. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition:

All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. The background checks and badges must be done through the supplier's company or the District's third-party provider, Field Control Analytics at www.fcbackground.com/clientsignup using project code: VENDISD15 or be issued by the supplier's company.

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

**Instructions to School District Contractors
Regarding Criminal History Background Searches
Under TEC 22.0835**

TEC 22.0834 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised **FAST Fingerprint Pass** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

SECTION 00 45 20 – CERTIFICATE OF NON-DISCRIMINATION

Name of Contractor	

DALLAS INDEPENDENT SCHOOL DISTRICT CERTIFICATE OF NON-DISCRIMINATION

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

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

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

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

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

By:

Signature:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(CONTRACTOR REPRESENTATIVE SIGNATURE)

Date:

Contractor:

SECTION 00 45 22 – NOTIFICATION OF HAZARDOUS MATERIALS

Name of Contractor	

STATE OF TEXAS

COUNTY OF DALLAS

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

“As the appropriate official of the company, contractor, or subcontractor submitting this affidavit in conjunction with a bid submitted to the Dallas Independent School District, I acknowledge that this company, contractor, or subcontractor has been notified that copies of the Asbestos Hazard Emergency Response Act (AHERA) for the school(s) where such company, contractor or subcontractor has contracted to perform work are available at the individual school library and at the Professional Library at the Dallas Independent School District, 9400 N. Central Expressway, Dallas, Texas 75231. I understand that it is our responsibility to familiarize ourselves with such plans and that it is our responsibility to inform every worker that we use on this project as to the availability of these plans.

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

Name of Company_____
Signature_____
Name_____
Title

STATE OF TEXAS

COUNTY OF DALLAS

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

Notary Public in and for Dallas County, Texas

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Director of Procurement Services not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual: _____ Date: _____

Entity: _____

By: _____ Date: _____
Signature

Title: _____

Certified this _____ day of _____, 20____, by _____
Notary Public

Notary Seal

SBE Compliance Guidelines and Forms

**Date Issued:
August 27, 2025**

**Contact Info:
Small Business Office
9400 N. Central Expressway
Dallas, TX 75231
972-925-7290**

Email: sbo-construction@dallasisd.org

Website: www.dallasisd.org

**Contact: Wilton Munnings
972-925-7222**

Read Carefully: The SBE Program requirements are applicable to any bidder/proposer. These forms should be attached to any bid/proposal totaling \$50,000 or more and are due at the time of bid/proposal opening.



Small Business
Office

www.dallasisd.org/sbo | 972.925.4140



Construction | Competitive Sealed Proposals (CSP) Small Business Office Compliance Guidelines and Forms

The information gathered from these forms will be used as part of the Small Business Office evaluation process.
Please visit our website at www.dallasisd.org/sbo for a fillable version of these forms.

To be completed and signed by the Prime Vendor			
Bid Title:		Bid/RFP Number:	
School:	Org. Number:	Bid Package Total:	\$
Description of Work:			
Company Information			
Company Name:		Tax ID#:	
Is your company a Certified Minority or Woman Owned Business (M/WBE)?	☐ Yes ☐ No If "Yes," include your current certification, ethnicity and gender information below. Dallas ISD recognized M/WBE Certification Agencies: Refer to Section 14 on Page 10. If "No," indicate your ethnicity & gender below.		
Certification Information			
M/WBE Certification Agency	M/WBE Certification Number	Ethnicity	Gender
Authorized Agent's Information			
*Authorized Agent's Name:			
Authorized Agent's Email:		Phone:	
Company Address:			
City:		State:	Zip:

* Authorized Agent is a person who has the authority to enter into a legal binding contract with Dallas ISD.

Required Signature. The undersigned authorized agent agrees that he/she has read and understands the Small Business Office Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Authorized Agent's Signature (Please sign below)	Date:
X	

Company Name: _____ Bid/RFP No.: _____

Section 1. M/WBE Compliance Reporting

The Small Business Office has adopted the usage of B2G Now, a Diversity Management and Contract Compliance System, to assist with the management of the monthly compliance reporting requirement. Indicate the person who is knowledgeable about M/WBE utilization on this project below.

M/WBE Contact Person:	
Email:	
Phone:	

Section 2. Diversity Plans

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan?

☐ Yes. If "Yes," attach a copy of your plan immediately following the Small Business Office forms.

☐ No.

Section 3. Workforce Composition

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority			Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		Male	Female
Executive & Managerial													
Technical & Skilled													
Office & Clerical													
Other													
TOTAL													

Section 4. M/WBE References

List 2 M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name: _____ Bid/RFP No.: _____

Section 5. Mentor Protégé Program

Does your company currently participate in a Mentor Protégé Program as a mentor to an M/WBE company?
Refer to Section 20 on Page 13 for additional information.

☐ Yes. If "Yes," attach a signed, dated and notarized copy of the Mentor Protégé Agreement and notarized minutes.

☐ No.

Section 6. Prime-Subcontractor Team

Is your company bidding as a Prime-Subcontractor Team with a certified M/WBE company?
Refer to Section 17 on Page 11 for additional information.

☐ Yes. If "Yes," identify the certified M/WBE company below. Attach a signed, dated and notarized Prime-Subcontractor Teaming Agreement.

☐ No.

M/WBE Company	M/WBE Certification Agency	M/WBE Certification Number	Ethnicity/Gender

Section 7. Joint Venture (JV)

Is your company bidding as a Joint Venture (JV) with a certified M/WBE company?
Refer to Section 18 on Page 12 for additional information.

☐ Yes. If "Yes," identify all partners (including your company*) below and attach a signed, dated, and notarized Dallas ISD Master JV Agreement. Each JV partner (excluding your company) must complete Sections A through E on Page 4.

☐ No.

Joint Venture Majority Partner*	
Company:	Contact Person:
Email:	Phone:
JV % Split:	

Joint Venture Partner				
Company:	Contact Person:			
Email:	Phone:			
M/WBE Certification Agency:				
M/WBE Certification Number:				
Ethnicity:	Gender:	JV % Split:		

Company Name: _____ Bid/RFP No.: _____

COMPLETE SECTIONS A THROUGH E FOR EACH JOINT VENTURE PARTNER(S). USE ONE PAGE PER PARTNER

Section A. Diversity Plans

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plans?

☐ Yes. If "Yes," attach a copy of your plan immediately following the M/WBE Compliance Guidelines & Forms.

☐ No.

Section B. Workforce Composition

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority			Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		Male	Female
Executive & Managerial													
Technical & Skilled													
Office & Clerical													
Other													
TOTAL													

Section C. M/WBE References

List 2 M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Section D. Mentor Protégé Program

Does your company currently participate in a Mentor Protégé Program, as a mentor to an M/WBE company?
Refer to Section 20 on Page 13 for additional information.

☐ Yes. If "Yes," attach a signed, dated and notarized copy of the Mentor Protégé Agreement and notarized minutes.

☐ No.

Company Name: _____ Bid/RFP No.: _____

Section 8. Subcontractor and Prime Self-Performance Participation

Will you use any subcontractors, sub consultants, suppliers (M/WBE and/or Non-M/WBE) as part of this bid/proposal?

☐ Yes. I plan to utilize subcontractors as part of this bid/proposal. Complete Section 10 below.

☐ No.

Will you self-perform the entire scope of work?

☐ Yes. I plan to self-perform the entire scope of work with my own workforce. If you are a Certified M/WBE Prime complete Section 9 below.

☐ No.

Section 9. Certified M/WBE Prime Self-Performance

Certified M/WBE Prime Self-Performance

Complete the Certified M/WBE Prime Self-Performance chart below, if you are a Certified M/WBE Prime and will self-perform with your own workforce the management of the project. The work should be consistent with industry standards. The M/WBE Prime's self-performance of a specialty trade or project scope of work shall be counted toward the goal, up to a maximum of 50% of the M/WBE project goal. Refer to Section 15 on Page 10 for additional information.

Certified M/WBE Prime Self-Performance			
Certified M/WBE Prime Company's Name:		Contract Amount	M/WBE %
Contact Person:			
Ethnicity:	Gender:		
Scope of Work:			

Section 10. Subcontractor Utilization

List all (minority and non-minority) subcontractors, suppliers, sub consultants, or sole proprietors that will be utilized in this bid/proposal. Only Certified M/WBE Prime Self-Performance and Certified M/WBE Subcontractors will be counted towards the M/WBE goals. If you will not utilize M/WBE subcontractors, complete Section 11 on Page 7. For information on the change of subcontractor policy refer to Section 16 on Page 11.

Non-certified companies will not be counted towards the M/WBE goal.

Subcontractor/Supplier Information			
Subcontractor/Supplier Company's Name:		Contract Amount	M/WBE %
Address:	City:	State:	Zip:
Contact Person:			
Ethnicity:	Gender:		
Phone:	Email:		
M/WBE Certification Agency:	Certification #:		
Scope of Work:			

If you have additional Subcontractors/Suppliers include the total on the second page.

Company Name: _____ **Bid/RFP No.:** _____

Subcontractor/Supplier Information Continued

Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Subcontractor/Supplier Company's Name:						Contract Amount		M/WBE %	
Address:			City:		State:		Zip:		
Contact Person:									
Ethnicity:			Gender:						
Phone:			Email:						
M/WBE Certification Agency:			Certification #:						
Scope of Work:									
Total:									

If you have additional subcontractors/suppliers please make copies of this form.

M/WBE Use Only			
Contract Amount	M/WBE Contract Total	M/WBE Percentage	M/WBE Coordinator

Certified M/WBE Subcontractor Performance. The M/WBE subcontractors, suppliers, and/or vendors must be 1st, 2nd or 3rd tier subcontractors, suppliers, and/or vendors when calculating participation. In order to prevent double counting, the district will count the M/WBE subcontractor participation for the 1st tier firm. If the 1st tier isn't a certified M/WBE, the district will count the 2nd tier M/WBE subcontractor. If the 1st and 2nd tier aren't certified M/WBEs, the district will count the 3rd tier M/WBE subcontractor. The expenditures by M/WBEs for materials or supplies toward M/WBE goals are calculated as follows:

	Type	M/WBE Percentage	Definition
A.	M/WBE Manufacturer	100%	Operates or maintains a factory or establishment that produces on the premises; the materials, supplies, articles, or equipment required under the contract.
B.	M/WBE Regular Dealer	60%	Owns, operates, or maintains a store, warehouse, in which the materials, supplies, articles or equipment are kept in stock, and regularly sold or leased to the public.
C.	M/WBE Representatives	Amount of Commission or Fees	Packagers, brokers, manufacturers' representatives

Section 11. Good Faith Effort

All district prime vendors are required to demonstrate positive and reasonable good faith efforts to subcontract with M/WBEs.
Complete this section if only non-M/WBE subcontractors will be utilized.

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	☐	☐
2. Were contracts broken down to provide opportunities for subcontracting?	☐	☐
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	☐	☐
4. Was information provided to M/WBEs including, but not limited to bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications?	☐	☐
5. Were subcontracting opportunities advertised in general circulation, trade associations, M/WBE focused media and/or minority chambers of commerce?	☐	☐
6. Did you encourage non-certified M/WBEs to pursue certification status?	☐	☐
7. Were negotiations conducted in good faith with interested M/WBEs?	☐	☐
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	☐	☐
Special Note: The good faith efforts documentation is subject to a Small Business Office audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.		

Company Name: _____ Bid/RFP No.: _____

Section 12. Letter of Intent (LOI) [Not required with the initial bid/proposal]

To be submitted at the contract negotiation meeting with the district, or as requested by the Small Business Office. Complete one LOI form for each proposed M/WBE subcontractor. Refer to Section 14 on Page 10 for additional information.

Org/School: _____

Prime vendors must submit a Letter of Intent for each M/WBE Subcontractor who will be utilized to supply any services, labor or materials pursuant to the bid/proposal. If necessary, make copies.

This Letter of Intent is submitted to confirm the intent of the prime vendor and subcontractor to conduct good faith negotiations toward a subcontract agreement, with terms agreeable to both parties, for the scope of work identified herein. The parties acknowledge that any obligation of the prime vendor to enter into a subcontract agreement with subcontractor is expressly contingent upon the prime vendor entering into a contract with Dallas ISD for the work as defined in the bid/proposal.

This document must be completed in its entirety by the Prime Vendor and signed by both the Prime vendor and the M/WBE Subcontractor.

Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

A. M/WBE Subcontractor's Information:

The M/WBE subcontractor _____ has been certified by a Dallas ISD recognized certification agency.

Name of Certifying Agency: _____ Certification #: _____ Ethnicity/Gender: _____
Print or Type Certification Agency's Name

Pursuant to district policy (CH Local), only M/WBEs who are currently certified with one of the Dallas ISD recognized certifying agencies (see Section 14 on Page 10 for listing) may be counted towards meeting the district's M/WBE goal at the subcontracting level.

The M/WBE Subcontractor is prepared to perform the following services, labor, or materials listed in connection with the project:

Scope of Work: _____

Price: \$ _____

M/WBE Subcontractor Signature Required

Review the above information for accuracy prior to signing this Letter of Intent.

X		
Print or Type Name and Title of M/WBE Owner, President or Authorized Agent	Signature	Date

B. Prime Vendor's Information:

Contact Person: _____ Company Name: _____

Address, City, State & Zip: _____

Declaration of Prime Vendor/Declarant:

I _____ HEREBY DECLARE AND AFFIRM that I am the _____
Name of Declarant (Print or Type) Title of Declarant (Print or Type)

and am duly authorized to make this declaration on behalf of _____
Company Name (Print or Type)

and that I have personally reviewed this Letter of Intent. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and correct. The owner, president or authorized agent of the M/WBE firm signed this form, and no material facts have been omitted.

Prime Vendor/Declarant Signature Required

Review the above information for accuracy prior to signing this Letter of Intent.

X		
Print or Type Name	Signature	Date

General Information regarding the Small Business Office Compliance Guidelines and Forms

The district's aspirational M/WBE goal is **30%** for goods, services, and construction contracts. The district's aspirational M/WBE goal for bond funded professional service contracts is **35%**. The district may assign a contract specific M/WBE goal in lieu of the aspirational goal. Review your solicitation documents to determine which M/WBE goal will apply. The established M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. It's the contractors' responsibility to be aware and in compliance with all local, state and federal regulations and requirements related to M/WBE programs.

Section 13. During Bid/Proposal Submission

Small Business Office Forms. Submit the completed, signed, and dated Small Business Office Compliance Guidelines & Forms by the due date. Include all M/WBE supporting documentation including, but not limited to M/WBE Certificates, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, signed, dated and notarized Joint Venture Agreement, signed, dated and notarized Mentor Protégé Agreement and Minutes or Prime-Subcontractor Teaming Agreement. Each proposal will be evaluated independently against other proposals.

Small Business Office Scoring Criteria. The district's Small Business Office Evaluation Scoring Criteria has been established as follows:

	Small Business Office Scoring Criteria	Maximum Point Allocation
A.	Proposer demonstrated a commitment to the district's Small Business Office program by providing enhancements to the administration of the proposer's contracting process for the work to be done by M/WBE firms. <i>Examples of this commitment may include any of the following: expedited payments, Mentor Protégé Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc.</i>	3
B.	Proposer submitted a list of 2 M/WBE subcontractor references.	2
C.	Proposer is a certified M/WBE OR Proposer submitted a Joint Venture Agreement with a certified M/WBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE.	5
D.	Proposer submitted a diverse list of certified M/WBE subcontractors, subconsultants or suppliers that meets or exceeds the district's M/WBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers and subconsultants.	5
E.	Proposer demonstrated a comprehensive framework and understanding of the district's Small Business Office program by: meeting the M/WBE commitment, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district's M/WBE Program Guidelines.	5
	Total Points	20

Subcontractor Utilization. Complete Section I0 on Page 5 for the subcontractors you plan to utilize. Attach a copy of the current M/WBE certificate or proof of M/WBE certification for each M/WBE subcontractor. Contact the M/WBE Department if you would like a listing of certified M/WBE subcontractors or suppliers.

Section 14. Recognized Certifying Agencies

The district accepts M/WBE certifications issued by:

North Central Texas Regional Certification Agency (NCTRCA)	State of Texas' Historically Underutilized Business (HUB)
D/FW Minority Supplier Development Council (DFW MSDC)	Women's Business Council Southwest (WBC SW)
Department of Transportation (DOT)	South Central Texas Regional Certification Agency (SCTRCA)
City of Houston	Corpus Christi Regional Transportation Authority
City of Austin	Small Business Administration (8A or certified SDB)
National Minority Supplier Development Council (NMSDC)	National Women's Business Enterprise Certification (WBENC)

Other certifications may be considered on an individual basis. Only certified disadvantaged, minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

Section 15. Certified M/WBE Prime Self-Performance

- The M/WBE prime must be a bona fide business with real and continuing ownership for more than a year prior to the solicitation and was not created merely for the purpose of meeting this evaluation criteria.
- The M/WBE prime must be certified at the time of submission of the proposal.
- The M/WBE prime must be economically independent and perform commercially useful functions and must perform the management of the project or the specialty trade work, consistent with industry practices, with its own workforce.
- The M/WBE's self-performance of a specialty trade or project scope of work shall be counted toward the goal up to a maximum of 50% of the M/WBE project goal.

For example, an M/WBE prime elects to self-perform the interior finish out painting which equals 10% of the project's total costs and the goal for the project is 30%. The M/WBE prime's participation will count 10% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the M/WBE prime's self-performance on the project is a 20% M/WBE subcontracting goal.

- If the M/WBE prime's self- performance exceeds the M/WBE contract goal, a maximum of 50% of the M/WBE project goal will be applied toward the goal.

For example, the M/WBE prime self-performs the concrete work for the project and the concrete work is 30% of the total project costs. The M/WBE prime's participation will count 15% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the M/WBE prime's self- performance on the project is a 15% M/WBE subcontracting goal.

Section 16. After Bid/RFP Submission

Letter of Intent. The awarded prime vendor who will subcontract portions of the work should complete the *Letter of Intent to Perform/Contract as an M/WBE Subcontractor* form (Section 12 on Page 8) for each proposed M/WBE subcontractor. The prime vendor will be required to provide the *Letter of Intent to Perform/Contract as an M/WBE Subcontractor* form at the contract negotiation meeting with the district, or as requested by the Small Business Office.

Changes to the List of Subcontractors. A Request for Approval of Contract Change form must be submitted to the Small Business Office for approval prior to any changes to the M/WBE subcontractor utilization listing in Section 10 on Page 5. A written justification and supporting documentation are required from the prime requesting the change. This applies after Bid/RFP submission and throughout the contract duration.

Subcontractor Payment. The Prime vendor shall submit an M/WBE Pay Activity Report (PAR) indicating the amounts paid (along with required proof of payments) to its subcontractors with each pay application or as requested by the district.

- Acceptable proof of payments includes: (1) Emails from the Subcontractor verifying the payment amount, date paid, school name and/or org #, and project information (2) Partial Lien Releases, (3) Cancelled Checks, or (4) Proof of Electronic Funds Transfer;
- All Prime vendors must pay all submitted invoices, including retainage to subcontractors, suppliers, or entities within **10 days** of receiving payment from the district;
- No Prime vendor shall withhold a non-disputed subcontractor payment;
- No Prime vendor may withhold retainage greater than 5% from the subcontractor.

Contract Execution between Prime Vendor and Subcontractor. Prime vendor agrees to establish a written contract with each subcontractor. At minimum, the contract should include the scope of work, payment terms, prompt payment clause and retainage clause.

Changes to the original M/WBE Commitment – After Contract Execution. The prime vendor shall notify the Small Business Office if the percentage of M/WBE participation falls below the level of participation represented in the contract. The prime vendor shall promptly notify the Small Business Office within 7 days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.

Records Retention. The prime vendor will be required to maintain records showing the subcontractor/supplier awarded contracts, subcontractor payment history, efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. District contracts are subject to an M/WBE audit.

Section 17. Prime-Subcontractor Teaming Agreement

The Prime-Subcontractor Teaming Agreement will be evaluated based upon the below referenced criteria. The designated subcontractor in this agreement must be a certified M/WBE. There is a maximum of 5 numerical points available.

Proposer submitted a teaming arrangement and/or strategic partnership with subprime contracting with a certified MWBE firm(s). The certified MWBE firm(s) provides prime management, control and supervision of a clear and distinct portion of the specialty trade(s) or project scope of work in a meaningful and significant role(s). Proposer will establish a teaming agreement which defines the minimum M/WBE subcontractor commitment. The teaming agreement defines what trade(s) the subcontractor will perform and the subcontractor is certified in the respective subcontracting scope.

	Teaming Agreement Scoring Analysis	Located on Page	Available Points
A.	The teaming agreement provides the certified M/WBE firm(s) with prime management, control and supervision of a clear and distinct portion of the project scope of work in meaningful and significant roles.		2.00
B.	A pre-negotiated subcontract form is an exhibit to the teaming agreement.		1.00
C.	The teaming agreement contains a dispute resolution procedure.		0.50
D.	The teaming agreement only terminates upon owner non-select or owner non-award.		0.50
E.	The teaming agreement requires subcontract award to the M/WBE partner identified in the teaming agreement.		1.00
	Total		5.00

Section 18. Joint Venture Program Information

The objective of the district's Joint Venture (JV) Program is to further the development, growth, and capabilities of minority and women-owned businesses that allow such businesses to offer the district the best combination of performance, cost, and delivery of service. A JV is an association of 2 or more companies with a certified minority or woman-owned business to form a new company. The Joint Venture parties are required to utilize the Dallas ISD's Master Joint Venture Agreement. The agreement must be signed, dated and notarized by all Joint Venture parties. The Joint Venture does not replace a prime contractor's responsibility to satisfy applicable Small Business Office requirements, including M/WBE goals. Failure to adhere to the terms and conditions outlined within the Dallas ISD Joint Venture agreement may deem your Joint Venture response as non-responsive and result in a non-point award during evaluation.

Companies seeking to participate in a Joint Venture arrangement has the burden of demonstrating to the district, by a preponderance of the evidence, that it meets the requirements of Board Policy (CH) Local with respect to being an eligible Joint Venture for counting purposes. The district will analyze whether the stated Joint Venture is realistic considering the number of employees, experience, resources, certification type, and other resources that each party provides to the Joint Venture. The Joint Venture Partnership must include a certified M/WBE Partner, based on the percentage allocated, who is able to adequately bond the project, have the experience and resource to perform the services, labor or material listed.

The Joint Venture Partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other parties are applicable in a form acceptable to the owner. The Joint Venture may also provide in a form acceptable to the owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up-Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the parties associated with the SAA Form #1.

A separate bank account in the name of the Joint Venture must be established by the Joint Venture. The bank account will require the signature of an authorized representative of each party or his or her designee for withdrawal by check or documented approval of an authorized representative for withdrawal by electronic means.

Refer to the district's website at www.dallasisd.org/sbo for the required Dallas ISD's Master Joint Venture Agreement and Joint Venture Guidelines.

Section 19. Construction M/WBE Joint Venture Scoring Analysis

The Joint Venture (JV) Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified minority or woman-owned business. There is a maximum of 5 numerical points available. Refer to Section 18 on Page 12 for additional information.

The proposer must submit an approved, signed, dated, and notarized Dallas ISD Master Joint Venture Agreement. Any modifications to the Dallas ISD Master Joint Venture Agreement and amendments must be submitted for review with the proposal and include highlighted proposed changes or modifications to the agreement for review and approval of Dallas ISD's Small Business Office.

A. M/WBE Joint Venture Partner		Points
Does it identify the distinct, clearly defined portion of the work provided by each M/WBE joint venture partner, in significant and meaningful ways? The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Complete exhibit A of the Dallas ISD Master Joint Venture Agreement.		3.00
B. Staffing Plan		
Does it provide a staffing plan to be determined per the established participation percentages indicating the number of employees to be provided by each M/WBE joint venture partner? This should include a project organizational chart and a resumé for each key personnel that includes length of employment, time serviced in their role(s), and experience within the industry. Complete exhibit B of the Dallas ISD Master Joint Venture Agreement.		1.00
C. Financial and Bonding Information		
Does it provide a letter from a financial institution or bonding surety company, substantiating the financial strength or bonding capacity of each M/WBE joint venture partner(s)? This document should commensurate each M/WBE joint venture partner(s) percentage split. Complete exhibit C of the Dallas ISD Master Joint Venture Agreement.		1.00
Total Points		5.00

Section 20. Mentor Protégé Program Information

The Small Business Office Mentor-Protégé program aims to stimulate the growth of minority and women-owned businesses through education, business development, and training. A mentor should be willing to advise and support the Protégé and help identify the needs and skills of the Protégé. Mentor Protégé Agreement, meeting minutes, progress reports, and deliverables should be signed by all parties, dated, and notarized.

JOINT VENTURE AGREEMENT

BY AND BETWEEN

AND

AS

_____, a Joint Venture JV

FOR

Dallas Independent School District

JOINT VENTURE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between _____ Inc. ("NAME"), a _____ ("STATE") corporation, whose business address is _____, _____ ("CITY") , _____ ("STATE") _____ ("ZIP"); and _____, Inc. ("NAME"), a _____ ("STATE") corporation, whose business address is _____, _____ ("CITY") , _____ ("STATE") _____ ("ZIP"), hereinafter referred to individually as a "Party" or collectively as the "Parties". The name of the Joint Venture shall be called _____. All business of the Joint Venture shall be conducted under this name.

Recitals

A. The Parties have agreed to enter into a joint venture for the purpose of submitting a proposal, bid, solicitation or otherwise (the "Proposal") to provide owners representative services or work to the Dallas Independent School District in response to Bid/RFP/RFQ No. _____ entitled _____ (the "Solicitation"), which to the extent the Proposal is successful, will result in a contract with the Owner.

B. The Parties desire to enter into this Agreement to fix and define between themselves their respective interests and responsibilities for the purposes of providing the requisite Services, Work, or both.

C. The Parties affirm and agree that they shall participate in the preparation of the Proposal and pursue the Contract with each other, that no Party shall submit a competitive proposal or otherwise seek the award of the Contract contemplated herein either alone or with others without notice to the Parties to this Agreement and entering into a Non-Disclosure Agreement, and in reliance thereon have entered into this Agreement.

D. The Parties agree and affirm to register the Joint Venture with the State and forward the Certificate of Filing and Tax Identification Number to the Dallas Independent School District, if the Joint Venture is awarded a Project with the Owner.

E. The Parties affirm and agree the joint venture participation split represented in this Agreement and no employee or former employee [of less than one year], relative, affiliate or subsidiary company is listed or included as a joint venture partner.

F. In the event the Parties agree to pursue other DISD projects as a joint venture, they will enter into an addendum to this Agreement, subject to District approval, identifying that project and any modified terms of this Agreement, if any, in connection with the pursuit or award of same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

Agreement

Article 1: Definitions and Interpretation

1.1 Capitalized terms used in this Agreement shall have the meaning set forth below or as defined elsewhere in this Agreement.

- 1.2
- 1.1.1 "Agreement" means this document.
 - 1.2.1 "Managing Business Party" the Joint venture partner designated to provide the accounting and financial services, on behalf of the Joint Venture required to reflect the conduct of the Joint Venture's affairs
 - 1.2.2 "Owner" means Dallas Independent School District.
 - 1.2.3 "Contract" means any contract (together with any amendments, supplements or modifications thereto) awarded to the Joint Venture by the Owner for the performance of the Services, Work, or both, for the Project
 - 1.2.4 "Deputy Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with assisting the Project manager and Senior Project manager in the overall responsibility to direct the Joint Venture's performance under the Contract.
 - 1.2.5 "IRC" means the Internal Revenue Code of 1986 as amended as of the date of this contract.
 - 1.2.6 "Joint Venture" means an association between _____, Inc., and _____, Inc. engaged in a solitary business enterprise for profit.
 - 1.2.7 "Management Committee" means the group formed pursuant to Article 4 as the final authority of the Joint Venture and having the powers and duties as provided herein.
 - 1.2.8 "Project" means the "DALLAS ISD" Construction" project the subject of the solicitation.
 - 1.2.9 "Project Manager" or "Senior Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with overall responsibility to direct the Joint Venture's performance under the Contract.
 - 1.2.10 "Proposal" means the proposal(s) submitted by the Joint Venture to the Owner to secure the award of the Contract for the Project. The Proposal shall include, but not limited to, all pursuit efforts, including any presentation or other interview. The term "Proposal" does not include task order specific proposals.
 - 1.2.11 "Services" or "Work" means services or work under the Contract to be performed by the Joint Venture in furtherance of the Project.
 - 1.2.12 "Task Order Contract" means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. 1.2. Terms importing the singular include the plural and vice versa where the context requires.
- 1.3. The headings used in this Agreement are included for ease of reference only and shall not affect the construction or interpretation hereof.

Article 2: Association of the Parties

2.1 Formation. The Parties hereby agree to form the Joint Venture pursuant to the provisions hereof for the limited purpose and scope set forth in this Agreement. The Parties hereby further agree to perform the Joint Venture's responsibilities and obligations as an integrated team, providing staffing (including key

personnel) and resources generally in proportion to their respective interests in the Joint Venture as set forth in Article 5.

2.2 Purpose. This Joint Venture is entered into solely for the purpose of submitting the Proposal and, if the Contract is awarded to the Joint Venture, the performance of the Services, Work, or both, as identified in the Solicitation. The Parties agree that the Joint Venture is a temporary association and that it will not place any limitation or liability on the Parties beyond the specific undertakings contained in this Agreement.

2.3 Name. The Joint Venture shall operate under the name _____, a Joint Venture.

2.4 Duration. The Joint Venture will continue until dissolved in accordance with this Agreement. Subject to the foregoing, the Joint Venture shall:

2.4.1 dissolve automatically (i) should the Parties fail to agree as to the form, terms or conditions of the Proposal, (ii) if the Project is cancelled prior to award, or (iii) if the Contract is not awarded to the Joint Venture, but only after any challenge to the award of the Contract, by administrative protest or litigation (or appeal of a decision on such protest or litigation), is fully concluded without an award of the Contract to the Joint Venture, or

2.4.2 if awarded the Contract, be dissolved upon completion of all Services, Work, or both, required to be performed under the Contract, receipt of full payment of all sums for which the Joint Venture is entitled under the Contract, the settlement of all disputes and final accounting, and the expiration of all warranties and all other obligations arising in connection with the Contract.

2.4.3 if awarded the Contract, the Joint Venture shall not be dissolved, without thirty (30) days written notice and the prior written consent of the Dallas Independent School District

2.5 In the event the Contract is terminated, the Joint Venture shall conclude its affairs in an orderly manner at the earliest practicable date, subject to the requirements of Section 2.4 above. However, should the Services, Work, or both, be only suspended, the Joint Venture shall remain in effect during the period of such suspension.

2.6 The Parties agree that they shall cause the Joint Venture to sign the Contract promptly upon its being tendered for signature in a form mutually agreed upon by the Parties and the Owner.

2.7 Scope of Services or Work. The Services, Work, or both, to be performed by the Joint Venture shall generally be of the type and nature described in Exhibit A.

Article 3: Operation of the Joint Venture

3.1 If required by applicable law or regulation, the Joint Venture shall be registered and licensed as a business in the jurisdiction where the Joint Venture's principal office is located.

3.2 The principal business address of the Joint Venture shall be _____. Services may be performed in the Owner's offices, in the Joint Venture office, in the respective offices of the Parties or DALLAS ISD as authorized, at the project site or at such locations as the Parties may mutually agree upon.

3.3 All correspondence from the Owner regarding the Contract shall be sent to the Project Manager and/or _____ at the principal business address of the Joint Venture, with a copy provided to each of the Joint Venture members.

3.4 Initial Proposal Effort. Each Party will participate in preparing the Proposal required for the Contract under the direction of the Project Manager. Each Party will bear its own labor and travel costs associated

with this effort. Third party direct costs for expenses and other services such as video imaging, photography, document development, technical writing and editing, graphics, printing, and reproduction, as well as any specialty sub-consultant services, shall be shared between the Parties in proportion to each Party's Agreed Percentage of Participation as specified in Article 5; provided, however, that all Parties must pre-authorize any such expenditure.

3.5 Integrated Services. During the construction and pre-construction phase of the project, the Parties intend to perform the Services as an integrated organization with each Party providing competent personnel to the Joint Venture consistent with the staffing resource plan set forth in Exhibit B and as necessary to enable the Joint Venture to successfully perform the Services, Work, or both, in accordance with the terms of the Contract. In addition, and at the direction of the Management Committee, Services may be performed, in whole or in part, by consultants retained by the Joint Venture, one or more of the Parties, or both, and Work may be performed, in whole or in part, by subcontractors retained by the Joint Venture, one or more of the Parties, or both. Notwithstanding the foregoing, personnel assigned to the Joint Venture shall remain on the payroll of the assigning Party. The staffing resource plan may be amended from time to time as may be deemed necessary by the Management Committee. A Party may not remove from the Project or reassign to another project any "key personnel" listed on Exhibit B without the prior consent of the Management Committee and notice to the Director of the MWBE Department or his/her designee within five (5) business days from the date of removal or reassignment.

3.6 Subject to the limitation noted above with respect to key personnel, in the event that an individual assigned to the Project is unable or unwilling to perform the Services, the Work, or both, in a professional and timely manner, or if the Owner directs the Joint Venture to remove a particular individual from the Project, or if the Project Manager, in the good faith exercise of his/her discretion, determines that an individual should be removed from the Project, then the assigning Party shall replace such individual with a qualified employee reasonably acceptable to the Management Committee and, if applicable, the Owner. If the assigning Party cannot furnish a qualified substitute candidate within a reasonable period of time after the vacancy arises, then the vacancy shall be filled by an individual employed by the other Party.

3.7 Project Manager. Subject to the authority of the Management Committee and any limitations set forth herein, the Project Manager is the individual charged with responsibility to direct the Joint Venture's performance under the Contract. Subject to Owner approval (if required), _____ shall serve as the Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Project Manager, the Management Committee will nominate an employee of _____ - to serve as the successor Project Manager. In performing his duties, the Project Manager shall treat both Parties fairly and shall not discriminate in favor of either Party.

3.8 In addition to the other duties set forth herein, the Project Manager is to:

- 3.8.1 Serve as the primary interface between the Joint Venture and the Owner;
- 3.8.2 Ensure compliance with the DALLAS ISD MWBE Program requirements
- 3.8.3 Submit Change Orders to the Owner;
- 3.8.4 Report monthly, or as requested, to the Management Committee;
- 3.8.5 Oversee the Services, Work, or both, of the Joint Venture;
- 3.8.6 Prepare and maintain Project schedules;
- 3.8.7 Consult and confer with the Deputy Project Manager; and
- 3.8.8 Perform such additional duties as directed by the Management Committee.

3.9 Deputy Project Manager. The Deputy Project Manager shall be designated by the MWBE partner and will support and assist the Project Manager in the performance of his/her duties as set forth above. Subject to Owner approval (if required), _____ shall serve as the Deputy Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Deputy Project

3.10 Manager, the Management Committee will nominate an employee of _____ MWBE Joint Venture Partner to serve as the successor Deputy Project Manager.

Article 4: Joint Venture Organization

4.1 _____ shall be responsible for the fiscal and administrative tasks of managing the business operations of the Joint Venture (the "Managing Business Party") and shall appoint an individual responsible for these tasks. As the Managing Business Party, _____ will appoint one of its Management Committee Members to act in the role of Chairperson of the Management Committee commencing on the effective date of this Agreement.

4.2 The Project Management Committee ("Management Committee") will be comprised of two or three (_____) representative from _____, and one (_____) representative from _____. The Parties individual representatives designated to comprise the Management Committee are referred to herein as the primary representative(s). The Managing Business Party shall designate an individual on the Committee as the Chairperson to manage the administrative and management functions of the Committee. In addition to its primary representatives or representative, each Party shall also name an alternative representative for its primary representatives or representative. A Party's alternative representative shall act in the capacity of its primary representative should its primary representative be unable to fulfill his or her duties as described herein. If not identified below, representatives shall be designated within thirty (30) days of the date of this Agreement by written notice to the other Party. A Party may change its designated representative(s) or alternate representative upon ten (10) days written notice to the other Party. No proxies shall be permitted. Each Party's designated primary and alternate representative(s) shall have full power and authority to act for and on behalf of the Party so appointing them with respects to all matters coming before the Management Committee.

4.3 Meetings of the Management Committee shall not be held unless each Party is represented. If the Parties representatives are not all available, the meeting shall stand adjourned and will be re-scheduled to the next earliest date acceptable to all Parties. While the Management Committee will always attempt to meet in person, telephonic or online meetings shall be allowed. The Parties shall endeavor to provide five (5) days written notice to each Party of scheduled meetings (in person, online or by telephone), except in the event of an emergency or immediate need. A Party's refusal or repeated failure to attend any scheduled Management Committee meeting shall at the other Party's sole discretion, constitute of default under this Agreement subject to the review and approval of the MWBE Director or his/her designee.

4.4 _____ representative(s) shall each have one (1) vote on matters coming before the Management Committee. The primary representative(s) from _____ shall each have one (1) vote each on matters coming before the Management Committee. A vote shall not be taken until each representative of a Party has communicated its position and expressed its questions, concerns, approval or disapproval of a matter. Each party agrees to work collaboratively to make decisions and solve problems in the best interest of the Joint Venture. In the event the Management Committee members cannot reach a unanimous decision on the business and operational matter(s) at hand requiring a Management Committee vote or resolution, the Chairperson will make the decision as majority partner, taking into account the risks and financial impacts to all parties and the Joint Venture. The final decision is applicable for all matters except for scope changes made by the Owner or settlement of claims and disputes. In these cases, if the Management Committee cannot develop a mutually agreeable solution, they shall submit any dispute to the Chief Executive Officer of the Joint Venture partners as provided for in Article 16. If, in the Project Manager's good faith judgment, immediate action is required in order to meet the Joint Venture's obligations under the Contract, the Project Manager may act without waiting for the resolution of the dispute,

subject to written notice and each Party's reservation of their respective right to seek recovery for the financial consequences arising from such action pending final resolution of the dispute. If any Party is in default (as defined in Article 12) under this Agreement, during the time of such default, its representative(s) shall not vote upon any issue, and such representative(s) shall not be included in the computation of eligible votes. Within one week of the Management Committee meeting, written meeting minutes regarding items discussed and actions taken at the meeting shall be prepared and distributed by the Chairperson of the Management Committee.

4.5 The Project Management Committee shall meet with the Project Manager or Senior Project Manager) and the Deputy Project Manager or Assistant Project Manager (and other project staff as mutually agreed upon by the Management Committee) quarterly or more frequently if deemed necessary.

4.6 The Project Manager shall have authority to conduct the business of the Joint Venture in accordance with the terms of this Agreement, but shall not have authority to, and shall not directly or indirectly without the unanimous consent and prior written approval of the Management Committee:

- 4.6.1. Enter into on behalf of the Joint Venture any third-party contractual arrangements or cause the Joint Venture to assume, incur, or become liable for any other obligations;
- 4.6.2. Make any investment in any other person or entity; make loans or guarantees, or otherwise extend or pledge credit to others;
- 4.6.3. Confess any judgment against the Joint Venture or compromise any debt due the Joint Venture except upon receipt of full payment;
- 4.6.4. Make any election for the Joint Venture under the then-current Internal Revenue Code, as amended, or any other applicable income tax legislation from time to time in force;
- 4.6.5. Commence any claim against the Owner with respect to amounts due under the Contract;
- 4.6.6. Commence any litigation; defend any action or claim against the Joint Venture by a third party; appeal any judgment or decision; or settle any litigation, action or claim to which the Joint Venture is a party;
- 4.6.7. Cause to be organized or acquired in whole or in part by the Joint Venture any corporation to carry out any activities of the Joint Venture; or
- 4.6.8. Exercise any of the authority vested in the Management Committee pursuant to Section 4.9 below.

4.7 In case it is necessary to settle a matter prior to the next scheduled or specially called meeting, the representatives may agree on a decision by notice to each other in accordance with the provisions of Article 23. Such decision will be included in the minutes of the next meeting of the Management Committee.

4.8 The representatives shall be deemed to be acting on behalf of his or her respective Party and no representative shall be liable to the Parties by reason of his or her actions as a member of the Management Committee, except where such representative's action constitutes gross negligence or actual fraudulent or dishonest conduct.

4.9 The Management Committee may delegate, in writing, such of its responsibilities and duties as it deems appropriate to the Project Manager, Senior Project Manager or the Managing Business Party, except that the Management Committee must act, *inter alia*, on the following matters of major consequence:

- 4.9.1 Timing and amount of distribution of Joint Venture profits and the Management Committee's right to demand additional cash reserves to cover potential losses;

- 4.9.2 Amount of revenue reserves, cash reserves, and contingent cost reserves to be retained by the Joint Venture;
- 4.9.3 Voluntary liquidation of the Joint Venture;
- 4.9.4 Third Party contractual arrangements or the incurring of other obligations in excess of \$10,000 by or on behalf of the Joint Venture;
- 4.9.5 Designation of a successor Project Manager or Deputy Project Manager;
- 4.9.6 Resolution of a dispute first referred to the Management Committee pursuant to the provisions of Article 16;
- 4.9.7 Review and approve all contractual transactions between the Parties (and their affiliates) and the Joint Venture; and
- 4.9.8 Take such other action and exercise such other authority as the Management Committee deems necessary to cause the Joint Venture to achieve its purposes consistent with good business practices and in compliance with all applicable laws and regulations.

4.10 The Joint Venture shall not have employees. The Parties shall provide all necessary personnel. A Party, at its own cost and expense, may retain necessary staff on an independent consultant basis to meet its personnel needs.

Article 5: Interests of the Parties

5.1 Except to the extent that this Agreement expressly provides to the contrary, the interests of the Parties in (i) any and all gains, losses, and liabilities that may result from the performance of the Contract or the Agreement, or both, (ii) any and all property, equipment, and other assets acquired by the Joint Venture, and (iii) any and all monies received in connection with the Contract, shall be determined proportionately in accordance with the Party's Agreed Percentage of Participation as set forth below.

Agreed Percentage of Participation

_____	_____ %
_____	_____ %
_____	_____ %

5.2 The Parties acknowledge and agree that all liabilities and risks associated with the Project shall be shared pro rata according to the Agreed Percentage of Participation unless otherwise provided for herein. The MWBE Joint Venture partners proportionate share in the ownership shall be commensurate with their capital contribution, control, management, risks and ownership interest. For the avoidance of doubt, a Party's profits and losses arising out of the performance of self-performed subcontracting services, work, or both, for which it is responsible under this Agreement shall not be considered profits and losses of the Joint Venture.

5.3 The Parties shall appoint a Project Manager or Senior Project Manager to maintain and oversee the day to day work under the Contract. The Parties shall jointly select any necessary additional Project Managers, the Assistant Project Manager (the "APM") and/or Superintendents. The selected Project Managers and Superintendents shall be available at the Project site daily to supervise the work under the Contract. The MWBE Joint Venture Partner shall be assigned staff under the Contract in proportionate share of their respective ownership interest in the Joint venture. The Project manager shall submit the final staffing matrix confirming compliance with this section including all Project managers, Assistant Project managers and Superintendents to DALLAS ISD's MWBE office within 30 days of the Notice to Proceed.

5.4 The clear and distinct portion of the Scope of Work to be performed by _____, the MWBE Joint Venture partner and the estimated value of those services commensurate with the percentage ownership interest is as follows:

A detailed delineation of the Joint Ventures duties is outlined in Exhibit "A".

[Please note that if the MWBE's scope of work is described as "participate in", "advise about", "assist in" or "consult", the work shall not be considered distinct or clearly defined for the purpose of analyzing the joint venture participation]

Article 6: Execution of Bonding and/or Guarantees

6.1 Each of the Parties agrees to execute all applications and indemnity agreements required by its sureties upon any bond or bonds required in connection with the Proposal and/or the Contract. Failure of a Party to execute any documentation necessary to effectuate the intent of this Article 6 shall constitute a default in accordance with Article 12 and entitle the non-Defaulting Party(ies) to appropriate relief as provided therein.

6.2 The Joint Venture partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other Parties are applicable in a form acceptable to the Owner. The Joint Venture may also provide in a form acceptable to the Owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the Parties associated with the SAA Form #1.

Article 7: Working Capital

7.1 All necessary working capital, when and as required for the performance and prosecution of the Contract or operation of the Joint Venture as determined by the Project Manager and approved by the Management Committee, shall be furnished by the Parties in a timely manner and proportionately in accordance with their respective interests as set forth in Article 5. Each of the Parties recognizes that the failure of any Party to contribute its full proportionate share of working capital will have serious adverse consequences for the Joint Venture and imposes an unfair burden upon the other Party(ies). As to such working capital contribution, each of the Parties waives any rights of set-off it might otherwise possess and agrees to make the working capital contributions without set-off or deduction of any type. If any Party borrows funds to meet its obligation hereunder, such borrowing shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the Joint Venture. No Party or its representatives shall have the power to pledge the credit of any other Party.

7.2 Any capital contributions requested by the Project Manager from the Parties shall be subject to the approval of the Management Committee. If such request is approved, the Management Committee shall give written approval thereof, with the manner of computation, to each Party. If, within thirty (30) days of receipt of such notice, either Party fails or is unable to provide its proportionate share of the funds required by the Joint Venture, such non-contributing Party shall be in default of this Agreement. In the event the non-contributing Party fails to cure its default within seven (7) days of the date of receipt of notice, the contributing Party shall be reimbursed from any profit due the non-contributing Party for the total amount of the funds contributed, but the ownership interest of the Joint Venture shall not be adjusted or changed unless the non-contributing Party is determined to be in default and fails to cure. The Management Committee has the discretion to waive a default under this Section.

Article 8: Books and Records, Accounting and Bank Accounts

8.1 Books and Records. The Parties acknowledge and agree that _____ will be the Managing Business Party and will provide at no additional costs the accounting and financial services required of the Joint Venture as approved and determined by the Management Committee. The Managing

Business Party, on behalf of the Joint Venture, shall keep proper books, records and accounts in which full, true and correct entries will be made of its transactions, on an accrual basis, in accordance with generally accepted accounting principles, showing all costs, expenditures, sales, receipts, assets and liabilities, and profits and losses of the Joint Venture, and all other records required appropriately to reflect the conduct of the Joint Venture's affairs and the distributions provided for in Article 5. Each of the Parties shall be entitled to have its representatives examine and make copies (at its own expense) of any of the books or records of the Joint Venture at any reasonable time and without notice. The Joint Venture shall permit the use of electronic copies of its books and records. The books and records of the Joint Venture are to be retained after dissolution of the Joint Venture for such period or periods as may be required by law or the Contract, whichever is greater. The costs associated with accounting and record keeping for the Joint Venture (including federal reporting under Section 9.2 and tax matters under Section 17.6) shall be a Joint Venture cost.

8.2 Fiscal Year. The fiscal year of the Joint Venture shall commence on _____ and end on _____.

8.3 Audit. If required by the Management Committee or the Owner, the Managing Business Party shall employ, at the expense of the Joint Venture, an independent auditor acceptable to the Management Committee to conduct an audit of the financial statements, including the balance sheet and statements of income and cash flows and disclosures required under generally accepted accounting principles, of the Joint Venture each year and report to the Parties within ninety (90) days after the expiration of the fiscal year its opinion on such financial statements. Further, each Party may at its option and sole expense perform an annual audit of the Joint Venture books and records.

8.4 Reports. The Managing Business Party shall deliver to each Party:

- 8.4.1 Within thirty (30) days after each month period, a balance sheet and statement of income of the Joint Venture for the month;
- 8.4.2 Within thirty (30) days after the end of each fiscal quarter, a statement of cash flow for the Joint Venture;
- 8.4.3 At least two (2) weeks prior to each quarterly Management Committee meeting, a summary of the monthly financial information for the most recent completed months, and projections for the next three (3) quarters; and
- 8.4.4 With reasonable promptness, all such other information, reports, and projections as from time to time may reasonably be requested by either Party.

8.5 Bank Accounts. A separate bank account in the name of the Joint Venture will be established by the Joint Venture. The bank account will require the signature of an authorized representative of each Party or his or her designee for withdrawal by check or documented approval of an authorized representative of each Party or his or her designee for withdrawal by electronic means. All payments due the Joint Venture for performance of the Contract will be deposited in the account and all expenses incurred under the Contract will be paid from the account. All capital contributions made in cash and all of the Parties' other cash receipts shall be deposited in such account under such terms as directed by the Management Committee. No petty cash accounts for the Joint Venture are authorized. The Managing Business Party shall reconcile the bank account monthly and deliver a report to the Management Committee.

8.6 Disbursements from Bank Accounts. All withdrawals from the Joint Venture account will require written invoices, receipts, vouchers, or other acceptable documentation. All checks, drafts, or other orders of the payment of money, and all notes or other evidence of indebtedness issued in the name of the Joint Venture shall be signed by two (2) persons, each representing one of the Parties. Each Party shall designate an individual or individuals authorized on its behalf to provide such signatures.

8.7 Closing of Bank Account in Event of Default. In case of a material default by one of the Parties

under Article 12 of this Agreement, the then-existing Joint Venture account may be closed by the non-Defaulting Party(ies) and a new account opened in the name of the Joint Venture, but under the sole direction and control of the non-Defaulting Party(ies). Funds from the closed account shall be transferred to the new account and the then-existing account shall be closed. In such an event, the defaulting Party(ies) will no longer have any rights to the operation of the new bank account, unless and until it cures its default to the satisfaction of the non-Defaulting Party(ies).

8.8 Loans. Without the prior written consent of all Parties, the Joint Venture, the Management Committee, or any Party shall not:

8.8.1 directly or indirectly, borrow money or become otherwise obligated upon, or liable for, any monies borrowed in the name of the Joint Venture or the other Party(ies);

8.8.2 guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise), for any other person, firm or corporation.

8.9 Accounting Decisions. Subject to Section 8.1 above, all decisions for the Joint Venture as to accounting principles shall be made by the Management Committee consistent with Generally Accepted Accounting Principles ("GAAP") with the concurrence of accounting or tax experts from each Party.

8.10 Final Accounting. Upon completion of the Project, payment of all sums due under any contract pertaining to the Project, and settlement of all outstanding obligations and liabilities on the part of the Joint Venture and their respective affiliated subcontractors, the Management Committee shall arrange for a final account to be prepared showing the total net profit earned, or loss incurred, by the Joint Venture. Unless otherwise agreed by the Parties, such final account shall be audited by a firm of accountants and agreed to by the Management Committee.

Article 9: Additional Obligations of the Parties

9.1 The Joint Venture shall, in good faith, commit to achieve the minority and women owned business subcontracting goals as set forth within the Contract. The Joint Venture also agrees to comply with the MWBE Program guidance, rules and regulations.

9.2 Each Party shall use good faith efforts to provide and make available its expertise, technical resources, and information to the Joint Venture to effectuate the intent herein and in furtherance of satisfying the Joint Venture's obligations to the Owner.

9.3 Contracting and Procurement. The Management Committee or its designee shall administer and manage all contracting, procurement, and financial activities for the Joint Venture and periodically update the Parties on the status of such activities. For the avoidance of doubt, the foregoing activities relate solely to the contracting, procurement, and financial activities of the Joint Venture and not such activities as undertaken by the Parties in furtherance of the Services, Work, or both, for which they are responsible under a Task Order Agreement.

9.4 Ownership Interest. Subject to the prior written approval of the District's M/WBE Department, each Party's Ownership interest may be adjusted from time to time as provided in this Agreement. For purposes of this Agreement, the term "Pro Rata" means the ratio determined by dividing the Ownership interest of a Party to whom a particular provision of this Agreement is stated to apply by the aggregate Ownership interest of all the Parties.

9.5 Reporting Requirements. The Management Committee or its designee shall administer and manage all required state, local, and federal reporting activities for the Joint Venture, including MWBE goals, all in accordance with applicable DALLAS ISD regulations and guidelines. Each Party will be responsible for providing any required reporting information to the Managing Business Party in a timely manner to allow the timely submission of the combined data from each Party to the appropriate federal agency and/or electronic reporting system.

9.6 The Parties agree that, during the term of this Contract and for a period of one year thereafter, no Party to this Contract shall in any way intentionally induce or persuade an employee of another Party to this Contract to become an employee or agent of such Party.

Article 10: Provision of Materials, Equipment, Supplies and Services

10.1 The Parties intend that all materials, equipment, supplies, and services required in connection with the Contract will be provided by the Parties and that the Joint Venture will not acquire any materials, equipment, supplies, or services directly. In the event the Joint Venture shall procure any such materials, equipment, supplies, or services, such procurement shall be in accordance with any procurement guidelines, directives, and procedures issued or approved by the Management Committee. In addition, and to the extent applicable, any procurement activities by the Parties, Joint Venture, or both shall be conducted in accordance with applicable laws and regulations, as implemented through the Contract.

10.2 If any Party provides equipment or temporary facilities to the Joint Venture, the Party shall insure or self-insure such equipment or temporary facilities and the cost of such insurance or self-insurance shall be included in the equipment or facilities rate quoted to the Joint Venture. The Joint Venture and the other Parties will be identified as an additional insured on any such insurance when appropriate, as determined by the Management Committee.

Article 11: Compensation

11.1 In accordance with the billing period provided in the Contract, unless otherwise approved by the Management Committee, each Party shall prepare and submit by the tenth (10th) of each month, for Work performed during the prior month, invoices to the Joint Venture.

11.2 Each Party shall submit invoices in the manner required under the Contract. Each invoice shall be subject to the terms of the Contract.

11.3 The Project Manager, on behalf of the Joint Venture, will in turn prepare and submit invoices to the Owner in accordance with the provisions of the Contract and any applicable task order. Unless expressly agreed to by the Parties and permitted pursuant to the terms of the Contract, the Joint Venture shall not add any profit, fee, or other amounts to the invoices submitted by the Parties. The Parties may invoice the monthly staff costs for personnel incurred directly in the management and administration of the project subject to any restrictions in the terms of the Contract.

11.4 Subject to the provisions of Section 4.6, the Joint Venture will, upon receipt of payment from the Owner, deposit same in the Joint Venture bank account and within five (5) business days issue payments against such account to each Party for the amount(s) invoiced by each Party to the Joint Venture and allowed by the Owner, less any withholdings authorized by this Agreement and directed by the Management Committee. In the event the Owner pays less than the full amount due with respect to any invoice, such shortfall shall be allocated to the Party responsible for performing the specific Services, Work, or both, for which payment was withheld or, in the absence of information reasonably sufficient to determine the basis for such short payment, any shortfall shall be allocated between the Parties in proportion to their respective shares of the applicable invoice. No Party will unreasonably restrain or refuse to authorize withdrawal of funds for payment of proper invoices relating to performance of the Services, Work, or both.

11.6 Expenses incurred by the Parties in self performing Work under a Subcontract or Task Order Agreement shall not be considered Joint Venture expenses and, to the extent allowed under the Contract, may be included by the Parties in their respective invoices to the Joint Venture for Services provided, Work performed, or both. Unless stated otherwise in this Agreement or authorized in writing by the Management Committee, personnel expenses not directly related to the performance of the Project including but not limited to back office functions such as human resources, legal counseling and tax compliance of the Parties shall not be considered a Joint Venture expense.

11.7 Each Party shall have full and sole responsibility for the payment of any taxes, duties, fees, or assessments of any nature whatsoever levied upon it individually in connection with its Services, Work, or both, under a Task Order Agreement, including any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

11.8 All personnel involved in the performance of the Services, Work, or both, shall be employed by the Parties and shall remain in the employ of the respective Party. Each Party shall advance and pay all payroll costs and expenses incurred by reason of their respective personnel working in connection with the performance of the Services, Work, or both, and each Party agrees to indemnify and hold the Joint Venture and each other Party harmless from any claims and liabilities arising out of the responsibilities of that Party toward its employees, any of its related companies, and any of their personnel under all applicable laws, including labor and tax laws.

11.9 If a Party, with the prior written approval of the Management Committee, maintains a Joint Venture office dedicated exclusively for the management and administration of the DISD project independent of the Parties primary business office(s) and any of the other Party's(ies) personnel are located at the office during the duration of the project, the host Party may issue a quarterly invoice directly to the visiting Party(ies) for the pro rata cost of office space and furnishings utilized by visiting Party's(ies) personnel during the time they are engaged in the performance of Services, Work, or both, for this Joint Venture at such Joint Venture office.

11.10 The basis for the calculations of such invoices under Section 11.9 above shall be determined by the Management Committee. Such invoices shall not constitute a billing to, or on behalf of, the Joint Venture, but rather a billing directly between the Parties. The visiting Party shall pay such invoices within thirty (30) days of receipt of such invoice.

11.11 When Joint Venture funds are in excess of the needs of working capital required for the operation of the Joint Venture (as determined by the Management Committee), such excess funds, if any, shall be first applied to the return of funds advanced until such advances shall have been entirely repaid, and the balance of such excess shall be distributed as provided in Section 11.13 below, to each Party in accordance with such Party's Agreed Percentage of Participation as reflected in Article 5.

11.12 The Management Committee shall quarterly review the progress of the Services, Work, or both, and the Joint Venture's financial condition to determine whether Joint Venture profits, if any, should be distributed. If the Management Committee determines that earned profits and reserves for contingencies, including cash contributions, are adequate to meet the Joint Venture's needs, it may direct the Managing Business Party to distribute earned Joint Venture profit to the Parties based upon their respective Agreed Percentage of Participation. For the avoidance of doubt, payments to a Party for self-performed services related to the construction project, Work performed, or both, pursuant to a Task Order Agreement shall not be considered distributions of Joint Venture capital or profits.

11.13 The Management Committee shall establish cash reserves and revenue reserve funds to be retained by the Joint Venture from time to time in order to assure adequate funding for all Joint Venture obligations as they relate to future profits, losses, liabilities, and contract performance. At the direction of the Management Committee, the Project Manager shall invoice each of the Parties for approved reserves and capital contributions.

Article 12: Default and Insolvency

12.1 If a Party shall be in default hereunder (as specified in Sections 4.3 (Management Committee meetings), 7.2 (capital contributions), 9.4 (Owner-issued notice of default), 25.8 (breach of covenants), or 25.9 (anti-bribery laws), or Article 15 (assignment and change of control)), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease or otherwise fail to timely pay for goods or services (including labor), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease to operate or terminate its business affairs; institute an insolvency proceeding under applicable law; permit the entry of

any order for relief under Chapter 7 of the Bankruptcy Code; or fail to cure a default hereunder after entry of an order for relief under Chapter 11 of the Bankruptcy Code, (such Party being hereinafter referred to as "Defaulting or Insolvent Party"), then from and after such date:

- 12.1.1 All acts, consents and decisions with respect to the performance of the Contract or the management of the Joint Venture shall thereafter be taken solely by the remaining Party without considering the Defaulting or Insolvent Party.
- 12.1.2 The participation of the Defaulting or Insolvent Party in the profits of the Joint Venture shall be limited to that proportion which the Defaulting or Insolvent Party's contributions to the working fund of the Joint Venture bear to the total of such contributions as same may be modified by and subject to the provisions of Section 7.2, but the Defaulting or Insolvent Party shall be charged with, and shall be liable for, any and all losses that may be suffered by the Joint Venture under the Contract, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting or Insolvent Party's Percentage of Participation, set forth in Article 5.
- 12.1.3 The non-Defaulting Parties shall have the right to take over and complete the Services, Work, or both. Without limiting the generality of the foregoing, the non-Defaulting Parties may, for the purpose of completing the Work, enter upon the site and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which the Defaulting or Insolvent Party hereby transfers, assigns and sets over to the non-Defaulting Parties for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. The non-Defaulting Parties may complete the Services in whatever fashion it deems most efficient and shall have the right to use the existing work product for purposes of completing the Project. In such event, the non-Defaulting Parties shall receive any and all payments, including fees, which would otherwise be due for such Services, Work, or both, and apply the proceeds thereof (i) to cover all expenses incurred by the non-Defaulting Parties in taking over and completing (by use of its own forces, subcontracting or otherwise) such Services, Work, or both and (ii) to establish a contingency fund to cover any and all outstanding warranties or other obligations of the non-Defaulting Parties with respect to such Services, Work, or both, or any other uncured defect or deficiency for which the non-Defaulting Parties are responsible.
- 12.1.4 The non-Defaulting Party shall have the right to establish a new Joint Venture bank account in accordance with Section 8.7 of this Agreement.

12.2 If a Party is in material default of the requirements of the Contract, including (i) failure to perform or progress the Services within the timeframe specified in the Contract; (ii) serious or repeated breaches of the safety requirements; or (iii) is in breach of the requirements of the Services to be provided, the Work to be performed, or both, by that Party and fails to cure such breach within seven (7) days after written notice or demand, then from and after such date, the non-breaching Party shall have the rights afforded it under Subsections 12.1.1 through 12.1.3 above. Nothing in this Agreement shall be interpreted or construed to relieve the defaulting Party from their obligations under this Agreement or their obligations under the Contract with the Owner.

12.3 In the event of a default of this Agreement, the non-Defaulting Parties shall additionally be entitled to exercise all applicable remedies available to it, whether at law, in equity or otherwise, including an action to recover the losses sustained in excess of its proportionate share hereunder, specific performance, and the right to declare the Joint Venture dissolved and terminated without the necessity for judicial determination. Upon such dissolution, the non-Defaulting Parties shall immediately commence to wind up the Joint Venture's affairs, including completion of the aforesaid Contract, and shall liquidate the assets of the Joint Venture as promptly as reasonably possible.

Article 13: Liabilities

13.1 The liability of the Parties under this Agreement shall be joint and several. Notwithstanding the foregoing, as between the Parties, any liability (whether to the Owner or any third party) that the Joint Venture or any Party (including its parental guarantor, if any) may incur arising from or relating to the Contract or the performance of Services, Work, or both, under the Contract or this Agreement shall be allocated as between the Parties in proportion to the Agreed Percentage of Participation of each Party, except as set forth below:

- 13.1.1 Liability or related losses caused by the negligence, gross negligence, willful misconduct, fraud, or violation of legislation, laws, ordinances, codes or regulations of a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier), shall be assumed by such Party;
- 13.1.2 In the event of a default by a Party, liability or losses sustained by the Joint Venture or the non-Defaulting Parties shall be assumed solely by the defaulting Party;
- 13.1.3 Liability or related losses resulting from claims made by an employee of a Party against the Joint Venture or each other Party based on the employee-employer relationship, including the payment of unemployment taxes, withholding taxes, and employment benefits, will be solely assumed by the Party by whom such person is employed;
- 13.1.4 Liability or related losses traceable directly to and caused by a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be assumed by that Party;
- 13.1.5 In the event of a breach by a Party in the performance of its obligations under this Agreement, liability or losses sustained by the Joint Venture, the non-breaching Party, or both, as a result of such breach shall be assumed solely by the breaching Party; and
- 13.1.6 Liabilities or related losses relating to third-party claims resulting from Services provided, Work performed, or both, jointly by the Parties (including their respective officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be allocated to each Party in accordance with each Party's respective, relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.2 With respect to the liabilities allocated in Subsections 13.1.1 through 13.1.5 above, the Party to whom such liability is allocated shall defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, or liabilities set forth in such subsections (including reasonable attorneys' fees). With respect to the liabilities allocated in Subsection 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) that are in excess of such other Party's relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.3 With respect to any claims, losses, and liabilities not covered by Sections 13.1.1 through 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) arising from or related to the Contract or the performance of the Work, Services, or both, under the Contract, or this Agreement that are in excess of such other Party's Agreed Percentage of Participation, irrespective of the contributory fault, negligence, or strict liability of the indemnified Party(ies).

13.4 If a dispute arises between the Parties as to the allocation of liability and/or related losses each Party should bear, each Party shall provisionally assume a share of such liability in proportion to its Agreed

Percentage of Participation until the dispute is resolved.

13.5 For any such claims, losses, and liabilities, the indemnifying Party's obligations regarding any defense thereof include only the reimbursement of the indemnified Party's(ies) reasonable defense costs incurred to the extent of the indemnifying Party's actual indemnity obligations hereunder.

Article 14: Insurance

14.1 The Parties agree that they will acquire all necessary insurance in connection with the award and performance of a Dallas ISD Contract, including but not limited to general liability or professional liability, builder's risk, worker's compensation or any other insurance required under the Contract. [Optional provisions in the alternative, the Parties agree to provide the specific operational insurance coverage as follows:

- 14.1.1 Workers' Compensation for statutory limits in compliance with the applicable state and federal laws;
- 14.1.2 Employer's Liability with a limit of \$_____;
- 14.1.3 Commercial General Liability, including Products and Completed Operations, Contractual Liability, and Broad Form Property and Personal Injury Liability, with a combined single limit of \$_____ per occurrence and in the aggregate;
- 14.1.4 Automobile Liability Insurance with a combined single limit of _____ for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by a Party in the performance of Services under the Contract or this Agreement;
- 14.1.5 Commercial General Liability Insurance in the amount of _____ per claim and in the aggregate_____;
- 14.1.6 Umbrella Liability in excess of (.2), (.3) and (.4) above, with an aggregate limit of _____ if required by the Contract. (Note: limit requirements can be satisfied by any combination of Primary and Excess coverage); and
- 14.1.7 Any insurance written on a "claims made" basis shall (a) have a retroactive date of no later than the earlier of the date of this Agreement or the earliest commencement of the Party's Services or Work in relation to the Project and (b) be maintained for at least 3 years after the latest completion of the Services or Work, or termination of the Contract, whichever is later.
- 14.1.8 Each Party shall endorse its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance policies to provide that the Joint Venture is an additional insured under its policies for that Party's interest in the Joint Venture. The other Party and, if required by the Contract, the Owner, shall also be included as an additional insured. Each Party's Professional Liability insurance policy shall, if necessary, be endorsed to include the liability of the insured arising out of the insured's interest in the Joint Venture.]

14.2 The policies and limits specified by Dallas ISD in the Contract represent the minimum coverage to be carried by each of the Parties hereunder. Notwithstanding the foregoing, if the Contract requires the Joint Venture and/or the Parties to maintain additional coverage and/or increased limits, the Parties shall be required to procure such additional insurance in accordance with the terms of the Contract.

14.3 Each Party hereby waives and shall obtain from all of its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance carriers a waiver of any rights of subrogation against each other Party and their directors, agents, employees, and assignees, with respect

to risks associated with the Services provided, Work performed, or both, pursuant to the Contract.

14.4 Unless noted otherwise or with the written approval of the Management Committee, the cost of any insurance required herein (including any deductibles and self-insured-retention amounts) shall be the responsibility of the Party procuring such coverage.

14.5 The Management Committee, in its discretion, shall be responsible for obtaining insurance for the Joint Venture for management risks such as Directors & Officers Liability, Fiduciary Liability, and any other insurance coverage deemed appropriate by the Management Committee, the cost of which shall be an expense of the Joint Venture.

14.6 Absent written approval from the Management Committee, all lower-tier subcontractors, whether retained directly by the Joint Venture or by a Party to the Joint Venture, shall be required to comply with the provisions of this Article 14.

Article 15: Assignment or Change in Control

15.1 Each Party is entering into this Agreement in reliance upon each other Party being and remaining a party to this Agreement. No Party to this Agreement shall, directly or indirectly, sell, assign, transfer, dispose of, pledge or hypothecate its rights, interest or obligations hereunder, or any part thereof, whether directly or by merger with or acquisition by another entity, in this Agreement, the Joint Venture, the Contract, or in any property or monies of the Joint Venture, except with the prior written consent of each other Party, and, if required by the Contract, with the prior written consent of the Owner. A "Change in Control" shall mean the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party.

15.2 No Party shall, without the written consent of each other Party, assign, transfer or sublet any claims, causes of action or rights against each other Party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement or the Contract as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under this Agreement or the Contract without the written consent of each other Party.

15.3 Any such attempted sell, assignment, transfer, disposal, pledge, hypothecation, or sublet without the written consent of each other Party shall be void and confer no rights upon any third person and shall constitute a default hereunder. The provisions of this Article shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the Parties.

Article 16: Disputes

16.1 The Parties shall attempt in an amicable manner to adjust and settle any disagreement that may arise between them under or in connection with this Agreement. Any controversy or claim arising out of or relating to this Agreement will first be referred in writing to the Management Committee for its decision.

16.2 In the event any dispute between the Parties is not resolved by the Management Committee, either Party may submit such dispute to the Chief Executive Officer of each Party. Submittal of the dispute shall be in writing and summarize in detail the dispute or contested issues. Upon receipt of the dispute, the receiving Party shall designate within ten (10) days a responsible executive with authority to negotiate a settlement or resolution of any dispute. The Parties designated responsible executives for all Parties shall convene within thirty (30) days of the submittal at such location as the Parties may agree. The responsible executives shall hear such dispute at a time, place, and under such procedural rules as they may specify, and shall act only by unanimous consent. It is the intention of the Parties that the responsible parties shall mutually resolve disputes without litigation. However, nothing herein shall be deemed to require any Party to exhaust this procedure prior to exercising whatever rights it might have at law or equity and any litigation shall be stayed pending exhaustion of this dispute resolution procedure. The Parties recognize the possibility of deadlock from elevating the dispute or controversy to the Chief Executive Officer but intend

that through this mechanism, disputes may be discussed and resolved without the need of litigation.

16.3 If the dispute is not resolved in accordance with Section 16.2 above, the Parties shall submit their disputes to mediation within seven (7) days thereafter or as soon thereafter as may be arranged with the mediator. The Parties shall mutually agree to one mediator. In the event they cannot mutually agree to such a mediator, the mediator shall be selected under the Construction Industry Rules of the American Arbitration Association, unless otherwise agreed between the Parties.

16.4 If mediation is unsuccessful in resolving all disputes between the Parties or the dispute cannot be settled by mediation within sixty (60) days, then the Parties agree to consider the use of binding arbitration to resolve their dispute in the following manner or either Party may file a claim in a court of competent jurisdiction with venue in Dallas County. In the event the Parties agree to resolve their dispute by means of binding arbitration, the Parties shall mutually agree to one arbitrator. In the event they cannot mutually agree to such an arbitrator, one arbitrator shall be selected in accordance with the Construction Industry Rules of the American Arbitration Association, unless otherwise agreed between the Parties. The arbitrator thus selected shall thereafter proceed to ascertain the facts relating to such dispute and to make a determination thereof; the determination of the arbitrator shall be final, binding and conclusive upon the Parties and enforceable at law in a court having jurisdiction over the Party against whom enforcement of the arbitrator's decision is sought to be enforced. The then-current Construction Industry Rules of the American Arbitration Association will be applied.

16.5 Notwithstanding the foregoing, if and to the extent that a dispute between the Parties relates to a claim, controversy or dispute involving the Owner and/or the Contract (such that in the interest of judicial economy and to avoid the possibility of inconsistent judgments, a single dispute resolution proceeding is warranted), then the Parties agree that the dispute resolution provisions in the Contract, if any, shall apply and take precedence over the provisions of this Article 16.

16.6 The Parties shall not allow any dispute to affect or threaten the progress and completion of the Services, Work, or both. Each Party shall remain responsible for the performance of its obligations under this Agreement and the Contract and shall continue to perform and prosecute the Services, Work, or both, as directed by the Project Manager during any dispute resolution process notwithstanding any such dispute.

Article 17: Distributions and Tax Allocations

17.1 Subject to the terms and conditions of this Agreement, including Articles 11 and 12, distributions may be made to the Parties during the term of this Agreement at such times, in such amounts, and subject to such conditions as the Management Committee may from time to time determine.

17.2 Should the Joint Venture make any advances or loans to either Party, then distributions to be made pursuant to Section 17.1 above shall be applied in repayment of such advances or loans, together with interest, until repaid in full, notwithstanding the fact that such advances or loans may not then be due and payable according to the terms of any instrument evidencing such advance or loan.

17.3 No distribution shall be made pursuant to this Agreement if the making of such distribution would create an event of default under any loan agreement, any mortgage, or other security instrument to which the Joint Venture is subject, or otherwise materially adversely affect the ability of the Joint Venture to perform its obligations under any other agreement to which the Joint Venture is subject. Any distribution pursuant to this Article, to the extent not permitted by the previous sentence, shall be deferred until such time as it will not create an event of default or materially adversely affect the ability of the Joint Venture to perform its obligations. If any such distribution can at any time only be made in part, it shall be made to the Parties in proportion to the amounts that would have been paid to them but for this Article 17.

17.4 Except as provided in Section 17.1 above, and except for distributions upon termination or withdrawal as provided herein, the Joint Venture shall make no further distributions.

17.5 Tax Allocations. All gross income, gains, losses, deductions, and credits of the Joint Venture, as

determined for US federal income tax purposes, shall be allocated for such purposes among the Parties in the same proportions as the corresponding items of revenue, gains, losses, and expenses are allocated pursuant to Article 5 above.

17.6 Designation of Tax Matters Partner/Partnership Representative

17.6.1. Designation. The Management Committee shall designated an individual as the Tax Matters Partner within the meaning of IRC §6231(a)(7) as in effect for taxable years beginning on or before December 31, 2017 and the Partnership Representative within the meaning of IRC §6223(a) as in effect for taxable years beginning after December 31, 2017 and shall act in any similar capacity under applicable state, local, or foreign law (in such capacity and hereinafter, the "Tax Matters Partner").

17.6.2. Elections. Except as otherwise expressly provided to the contrary in this Agreement, all tax elections, including federal, state, local, and foreign tax elections, shall be made by the Tax Matters Partner in its sole discretion. To the extent applicable, the Tax Matters Partner will make the small partnership election as described in IRC §6221(b) as in effect for taxable years beginning after December 31, 2017.

17.6.3. Expenses of Tax Matters Partner; Indemnification. The Tax Matters Partner shall be reimbursed for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages, incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Parties attributable to this Agreement. The payment of any and all such then-existing expenses shall be made before any distributions are made to each Party. Neither the Tax Matters Partner nor any Party shall have any obligation to provide funds for such purpose.

17.7 Requirement to Prepare and File Tax Return. The Tax Matters Partner shall cause the preparation and timely filing of all tax and information returns required to be filed pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Joint Venture does business. Copies of the returns, or pertinent information from the returns, shall be furnished to the Parties no later than two months before the extended due date of the Joint Venture's federal income tax return. The Tax Matters Partner will direct that any tax imposed upon the partnership be paid by the partnership to federal, state, city or other municipalities as required by law.

17.8 Capital Structure of Joint Venture

Names of Party	Percentage Interests	Capital Contribution
_____	___ %	\$ _____
_____	___ %	\$ _____
_____	___ %	\$ _____

17.9 Amounts Withheld. All amounts withheld pursuant to the Internal Revenue Code or any provision of any state, local, or foreign tax law with respect to any payment, distribution, or allocation to the Parties shall be treated as amounts paid or distributed, as the case may be, to the Parties. The Joint Venture is authorized to withhold from payments and distributions, or with respect to allocations to the Parties, and to pay over to any federal, state, local, or foreign government, any amounts required to be so withheld

pursuant to the Internal Revenue Code or any provisions of any other federal, state, local, or foreign law, and shall allocate any such amounts to the Parties with respect to which such amount was withheld and shall offset amounts otherwise distributable to such Party.

Article 18: Completion of Project, Division of Profit

Upon completion of the Project, after providing for and paying all costs disbursed or incurred for its performance, and all other costs and charges required by the Contract and ordinarily and usually charged as costs in performance of such a Contract, including payment of all claims not secured by insurance, or by providing proper reserves for any such claims, which shall have either been brought against the Parties or may be reasonably anticipated, and after providing adequate reserves for any other contingency, if any, that shall be determined by the Management Committee to be reasonably necessary; and after repaying all sums advanced by the Parties for working capital, any undistributed profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided between the Parties in accordance with their ratable proportion as determined under Articles 5, 7, and 12. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

Article 19: Successors and Assigns

Subject to the foregoing provisions herein contained, this Agreement shall inure to the benefit of, and be binding upon the Parties, their successors, trustees, permitted assigns, receivers, and legal representatives, but shall not inure to the benefit of any other person, firm or corporation.

Article 20: Entire Agreement

20.1 This Agreement constitutes the entire understanding and Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings or agreements of any kind, whether verbal or written.

20.2 This Agreement shall not be modified except by written amendment duly executed by authorized representatives of the Parties. Any such written amendments shall be forwarded to the district for review and approval. Each Party has had the opportunity to avail itself of legal advice and counsel. No Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

20.3 Failure of a Party to insist upon strict and punctual performance of any terms or conditions of this Agreement shall not be construed to constitute a waiver of, or estoppel against, any other Party later asserting the right to require such performance. Neither shall a waiver or estoppel in one instance constitute a waiver or estoppel with respect to a later default, whether similar or dissimilar in nature.

20.4 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Article 21: Confidential Information

21.1 Subject to any applicable requirements of the Contract, 1) information relating to this Agreement or the Contract which is gathered, exchanged, or otherwise obtained by the Parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for purposes in furtherance of this Agreement and the exercise of rights, obligations, duties, and privileges set forth herein; and 2) such information will not be disclosed to any third parties or to a Party's own personnel except where there is good faith need to know; provided however, that no Party shall be liable for any utilization or disclosure if the information falls into any of the following categories:

21.1.1. Information which at the time of disclosure is or thereafter becomes within the public

domain other than by reason of the disclosing Party's breach of this Agreement.

21.1.2. Information that prior to disclosure hereunder was already in the recipient's possession and was not the subject of any confidentiality obligation of the disclosing Party.

21.1.3. Information which, subsequent to disclosure hereunder, is obtained by the disclosing Party from a third party lawfully in possession of such information and which information is not subject to a confidentiality obligation.

21.2 For the purposes of this Agreement, specific information disclosed shall not be deemed to be in the public domain or in the prior possession of the disclosing Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the Party.

21.3 Nothing herein shall be construed as giving a Party any right, title, interest in, or ownership of information, or any portion thereof, that is now or is hereafter covered by any patent or license. The Parties' rights in respect thereof shall be subject to all rights of the patent owner and/or licensor.

21.4 A Party shall not be restricted in releasing information in response to a subpoena, court order, or similar legal process, but shall, if not restricted under a subpoena, court order, or similar legal process, promptly notify each other Party of the request or order for information before responding to same and provide each other Party with a copy thereof so that each other Party may take such action as it deems appropriate to protect its information.

21.5 Except as otherwise provided herein or in the Contract, engineering documents, drawings, and specifications prepared by a Party as part of the Services, Work, or both, shall be the property of the Party preparing same. A Party shall retain all right, title, and interest in its standard drawings and details, designs, specifications, databases, computer software and any other proprietary property ("Party Data"). To the extent the work product contains or requires the use of Party Data by any other Party, the owning Party hereby grants to the other Party(ies) a non-exclusive, non-transferrable and royalty free license to use such Party Data solely for the purposes for which the work product was developed under the Contract.

21.6 The confidentiality obligations provided in this Article 21 shall survive the termination or expiration of this Agreement and remain binding upon the Parties for two (2) years following the termination of this Agreement or completion of the Contract, whichever is later.

21.7 No news release, including photographs and films, public announcement, denial, or confirmation shall be made by a Party concerning the subject matter of this Agreement without first obtaining the consent of each other Party and, if applicable, the Owner.

Article 22: Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles.

Article 23: Miscellaneous

23.1 Records; Generally. Each Party agrees to keep accurate and complete cost, correspondence, and other records related to this Agreement. Each Party further agrees to make such records available to each other Party upon ten (10) calendar days' written notice. The joint venture parties agree to maintain records showing the subcontractor/supplier awards, subcontractor payment history, efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The joint venture parties agree to provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts.

23.2 Financial Records.

23.2.1 All financial records and proprietary or confidential information of each Party to which the Joint Venture or the other Party(ies) has/have access shall be held and retained by the Joint Venture and such other Party(ies) in strict confidence and not be disclosed without the prior written consent of the Party to whom such records or information belong.

23.3 Other Business Activities. During the term of this Joint Venture, each of the Parties may, and shall be free to, participate and engage in any other business activities, subject to any applicable organizational and personal conflict of interest rules or regulations. Nothing in this Agreement shall restrict, or be construed as a limitation of the powers or rights of any Party hereto to pursue other unrelated opportunities or Projects at the District or enter into other joint venture arrangements for its sole benefit independent of the solicitation the subject of this Agreement.

23.4 Notice. Any notice required or permitted to be given under this Agreement shall be deemed served if sent by registered mail, personal delivery, or other means whereby receipt is acknowledged to the following addresses or such other addresses as the Parties may designate:

For _____	_____
Attention:	_____
Telephone:	_____
For _____:	_____
Attention:	_____
Telephone:	_____
For _____:	_____
Attention:	_____
Telephone:	_____

23.5 Waiver of Consequential Damages. No Party shall be liable to the other Parties for any special, indirect, punitive, exemplary, incidental, or consequential damages of any nature, including loss of actual or anticipated profits or revenues, loss of opportunity, loss by reason of shutdown, non-operation, increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers, regardless of whether due to or based upon contract, tort, negligence, or strict liability. The foregoing limitation of liability shall not apply to third party claims for which a Party is otherwise entitled to indemnity under this Agreement.

23.6 Nothing in this Agreement shall be deemed to create any right in anyone not a party and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of anyone not a party.

23.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

23.8. Recruitment of Employees. The Parties acknowledge the value of team performance and trust, both of which could be adversely impacted by movement of employees from one Party to another Party. Accordingly, the Parties agree that they will not initiate efforts aimed at hiring the other Parties personnel that are actively engaged in activities covered by this Agreement without prior consent of the other Party. Should an employee of one Party become an employee of another Party, that individual shall be barred from working on activities covered by the Agreement for a period of not less than twenty-four (24) months. The Management Committee may waive the 24-month period at its discretion. This section shall not restrict

the right of a Party to solicit generally in the media or other sources for required personnel nor prevent the hiring of an employee of one Party who independently seeks employment with another Party without personal solicitation by the other Party.

23.9 Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to each other Party, as of the Effective Date, as follows:

- 23.9.1 It is a duly organized and validly existing corporation in good standing under the laws of the state in which it is incorporated or formed; it is duly qualified to do business in each jurisdiction in which the nature of the business transacted by it requires such qualifications; it has all corporate powers as may be required to conduct its business and carry out the transactions contemplated hereby;
- 23.9.2 The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms;
- 23.9.3 It has, and at all times during the term hereof shall maintain, all governmental authorizations necessary to perform its obligations under this Agreement and the Contract; and
- 23.9.4 There is no action, suit, proceeding, claim, or dispute pending or, to its knowledge, threatened against or affecting it or its assets before any governmental body that is reasonably expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement or the Contract.

23.10 Marketing Efforts. The Parties acknowledge that marketing efforts related to the Contract need to be coordinated by and between the Parties. The Project Manager will be responsible for coordinating any such efforts. All marketing efforts directly associated with the Contract or this Agreement shall be coordinated through the Project Manager, who will decide whether a proposed Owner visit, or other marketing effort is necessary or appropriate.

23.11 Survival. The provisions of this Agreement which by their nature are intended to survive the termination or dissolution of the Joint Venture, including indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or dissolution.

Article 24: Compliance

24.1 Management Systems. Each Party shall use its own management systems to conduct and record its business for the Joint Venture. Such systems shall, at a minimum, include the following components: financial management, accounting, MWBE subcontractor payment tracking, procurement, property control, estimating, and contract administration. All management systems must comply with any applicable Contract requirements.

Article 25: Anti-Bribery and Anti-Corruption Laws

25.1 No Party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that:

- 25.1.1 is illegal under applicable law or regulation; or
- 25.1.2 would have the effect of causing the Joint Venture or the Parties or their respective subsidiaries or affiliates to be in violation of the applicable laws or regulations, including the U.S. Foreign Corrupt Practices Act or the UK Bribery Act, as applicable.

25.2 In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

- 25.2.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization, or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;
- 25.2.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official in order to:
 - 25.2.2.1 influence any official act or decision, or;
 - 25.2.2.2 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
 - 25.2.2.3 induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;
 - 25.2.2.4 assist the joint venture or the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;
 - 25.2.2.5 obtain or secure an unfair or improper advantage for the joint venture or the Parties in any respect.

25.3 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the joint venture or the Parties or in connection with the purpose of this Agreement or the contract with the Owner.

25.4 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

25.5 No Party shall subcontract any part of the Services nor retain or engage a consultant to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining the JV Management Committee's prior written consent. The Joint Venture Management Committee shall have the right, in accordance with this Agreement, to reject a request to engage or retain any such consultant.

25.6 The Parties hereby covenant that neither they nor any of their respective officers, directors, agents or representatives or employees assigned to the Project an employee of the Owner or any governing body having jurisdiction over the Project. The Parties further covenant that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this JV Agreement. The Parties agrees to notify the Joint Venture Management Committee immediately of any changes to this covenant.

25.7 In no case shall any Party be obligated to take any action or make any payment to any other Party or anyone else that would cause the Joint Venture or the Parties to suffer a penalty or contravene applicable laws or regulations, including the laws of the territories in which work will be performed and those of the United States.

25.8 Notwithstanding any other provisions of this Agreement, if any Party breaches any of the covenants contained in this section, the other Parties shall have the right to immediately terminate this Agreement without penalty. In such instance, the breaching Party shall indemnify the other Parties and the Joint Venture for any penalties, losses, and expenses resulting from such breach of the provisions of this section.

25.9 Each Party agrees to promptly notify the Management Committee and the other Parties in the event it becomes aware of or discloses any potential violation of Anti-Bribery Laws in connection with this Agreement. In addition, a Party shall be in default of this Agreement if such Party is (i) found to have violated Anti-Bribery Laws by a governmental body empowered to make such a finding, or (ii) the subject of a governmental investigation involving violations of Anti-Bribery Laws in connection with this Agreement and the other Parties (that are not a target of such investigation), in their reasonable discretion, believe that the on-going investigation materially impairs the ability of the Joint Venture to provide the Services, perform the Work, or both, and/or complete the Contract.

[SIGNATURES ON THE FOLLOWING PAGE]

NOTARY REQUIRED

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives, in duplicate counterparts, each having the same effect, as of the date and year first above written.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Scope of Services

Identify the distinct, clearly defined portion of the work provided by each M/WBE joint venture partner. The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Describe the portion of the work or elements controlled by the M/WBE joint venture partner. Provide the estimated value of those services commensurate with the percentage ownership interest.

(1) General Description of Work to be Performed by the Joint Venture:

(2) Division of Work and Allocation of Responsibilities:

EXHIBIT B

Project Management Staffing Plan

Provide a staffing plan to be determined per the established participation percentages. Provide information relating to the approximate number of employees that will be required to perform the scope of work. Specify the number of employees to be provided by the M/WBE joint venture partner(s), titles, resumes and job responsibilities.

EXHIBIT C

Letter from Financial Institution or Bonding Surety Company

6.3 Provide documentation to substantiate the financial strength or bonding capacity of each M/WBE joint venture partner(s). This document should be commensurate of each M/WBE joint venture partner(s) percentage split. *Or* Provide an Up-Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all Parties associated with the SAA Form #1.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A101

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **XX** day of **XXXXXX** in the year **20XX**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, , address and other information)

The Dallas Independent School District, a political subdivision of the State of Texas
Dallas, Texas
9400 North Central Expressway
Dallas, Texas 75231

and the Contractor:
(Name, , address and other information)

<<GC Company Name>>
<<GC Address>>
<<GC City/State/Zip>>
(###) ###-#### Phone

The Work, unless otherwise expressly stated, shall be considered as a single project
(whether one or more campuses or facilities) and is generally described as
follows:(Name and location)

<<BP# XXX:>>
<<ORG #XXX XX Elementary School>>
<<ORG Address>>
<<Dallas, Texas 75XXX>>

The Architect is:
(Name, address and other information)

<<A/E Company Name>>
<<A/E Address>>
<<A/E City/State/Zip>>
(###) ###-#### Phone

The Program Manager is:
(Name, address and other information)

<<Insert PMF Company Name>>
3801 Herschel Avenue
Dallas, TX 75219

The Owner and Contractor agree as follows.

Version 3/25/2022 FINAL

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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7	TERMINATION OR SUSPENSION
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10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement between Owner and Contractor, A101-2017, as amended (hereinafter the "Agreement"); Conditions of the Contract, as amended (General, Supplementary, and other Conditions, including but not limited to A201-2017, as amended); Contractor's proof of Payment and Performance Bonds and proof of insurance; all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to receipt of bids or proposals; other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The Contract Documents form the Contract for Construction (the "Contract"), and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated written agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. This Agreement may not be amended or revised except by written agreement signed by the Owner and Contractor.

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: *(insert name and title of designee)* _____, or other Board designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

ARTICLE 2 THE WORK OF THIS CONTRACT

Unless otherwise provided in these Contract Documents, the Contractor shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed issued by the Owner.

The Agreement, including Conditions of the Contract, as well as all other Contract Documents that require signature of the Parties, including the A201-2017, as amended, must be signed first by the Contractor's representative. The Contractor shall have five days from receipt of the documents requiring signature from the Owner to sign the Agreement and all other Contracts requiring signature to return to the Owner the signed documents along with proof of insurance and the Payment and Performance bonds. Once Owner has approved of the Contracts and the proof of insurance and the Payment and Performance bonds, Owner shall sign the Agreement and all other Contract Documents requiring signature of the parties. When Owner has signed and approved all required documents, District shall issue a Notice to Proceed to Contractor.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

»

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work not later than the Substantial Completion Date. The period for reaching the Substantial Completion Date shall begin to run from the Commencement Date and shall not include the Commencement Date. For additions and renovations the Substantial Calculation Date shall be established with the number of calendar days required to substantially complete the work, unless otherwise provided. For new schools the Substantial Completion Date shall be a specific date, unless otherwise provided.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents,

Portion of Work

Full

Substantial Completion Date

<<NTP + X CALENDAR DAYS>>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 Subject to additions and deletions and other provisions in the Contract Documents, the Owner agrees to pay the Contractor for the Contractor's performance of the contract the following amount for construction and completion of the Work: **XXXXX DOLLARS AND XX CENTS (\$ 0.00).**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
See Exhibit "A" attached	

§ 4.2.2 [Paragraph Deleted].

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
See Exhibit "C" attached	

§ 4.3.1 Owner Controlled Contingency Allowance:

All construction contracts shall contain a contingency allowance. The Owner Controlled Contingency Allowance is to be used only for expenditures which do not require a Change Order. The Owner Controlled Contingency Allowance may be used to pay for changes in the Work, including but not limited to those resulting from hidden or unforeseen conditions. The Owner Controlled Contingency Allowance may be used to pay claims. Use of the Owner Controlled Contingency Allowance must be authorized in advance by the Superintendent of Schools or designee.
XXXXX DOLLARS AND XX CENTS (\$ 0.00).

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Exhibit "B" attached		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)« § 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to

XXXXX DOLLARS AND XX CENTS (\$ 0.00) / Day)

per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2. Final Completion. Timely final completion is an essential condition of this contract. Contractor agrees to achieve final completion of the Work within 60 days of the designated or extended substantial completion date. Final completion means actual completion of the Work, including any extras or Change Orders reasonably required

or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as **Exhibit "D"**.

»

§ 4.6 Other Allowances, if any, are as follows:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

See Exhibit "C" attached

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month.

« »

§ 5.1.3 The Contractor shall concurrently submit monthly Applications for Payment to the Architect and Program Manager on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager approve the application, then Architect shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and approved by the Program Manager and Owner to the Contractor within _____ (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect and Program Manager may require. This schedule of values, unless objected to by the Architect and Program Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, as amended, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values; and
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect and Program Manager has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017, as amended;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, as amended, or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Five Percent (5 %) »

If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time. If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.1.7.1.1 [Paragraph Deleted.]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«NONE. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

§ 5.1.8 [Paragraph Deleted.]

§ 5.1.9 Except with the Owner's prior written approval, ~~or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017~~, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017 as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2
- .3 a final Certificate for Payment has been issued by the Architect and approved by the Program Manager; and
- .4 Dallas ISD Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Dallas ISD Board of Trustees' vote approving Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest pursuant to Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201~~2017~~, as amended.

§ 6.2 [Paragraph Deleted]

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-~~2017~~ as amended.

§ 7.1.1 [Paragraph Deleted]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-~~2017~~ as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-~~2017~~ as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative is the Superintendent of Schools or the Superintendent's designee:
(Name, address, and other information)

<<Insert DPM Name>>
Dallas Independent School District
3801 Herschel Avenue
Dallas, Texas 75219
(###) ###-#### (Phone)
<<Email: XXXXXXXX@dallasisd.org>>

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

<<GC Representative Name>>
<<GC Representative Title>>
<<GC Company Name>>
<<GC Address>>
<<GC City/State/Zip>>
(###) ###-#### (Phone)
<<Email: XXXX@XXX>>

§ 8.4 The Contractor's representative may not be changed without written consent of the District, which shall not be unreasonably withheld.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201~~TM~~-2017 as amended, ~~Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds~~, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™-2017 Exhibit A~~ A201™-2017 as amended, and elsewhere in the Contract Documents.

§ 8.6 [Paragraph Deleted]

<< >>

§ 8.7 Other provisions:

«§ 8.7.1 This Agreement, in its entirety, is deemed performable in Dallas County, Texas. Any litigation to construe or enforce any term or condition of the Contract Documents shall be brought in the State Courts of Dallas County, Texas. In the event of such litigation, the prevailing party shall be entitled to recover reasonable attorney fees and cost of court.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder

§ 8.7.4 Articles 1.5 and 1.6 of AIA Document A201-2017 as amended shall govern Contractor's use of the Construction Documents

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification badges on the front of their persons during all times that they are on Owner's property. Such identification badges shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), the Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract.

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract »

§ 8.7.21 All sums due hereunder are payable in Dallas, Dallas County, Texas.

§ 8.7.22 This Agreement, in its entirety, shall be binding on all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.23 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 ~~AIA Document A101™-2017~~, This executed 2017 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101™-2017, as amended.
- .2 ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 ~~AIA Document A201™-2017~~, The General and Supplementary Conditions are the 2017 edition of the General Conditions of the Contract for Construction, AIA Document A201™-2017, as amended and attached to this Agreement.

« »

- .5 Drawings are as follows and are dated **MMMM DD, 20YY** unless a different date is shown below:
See Exhibit "F" attached

Number	Title	Date

- .6 Specifications are those contained in the Project Manual dated as in subparagraph 9.1.8, and are as follows:

See Exhibit "E" attached

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1 with associated attachments	MMMM DD, 20YY	1 through XX
Addendum #2 with associated attachments	MMMM DD, 20YY	1 through XX
Addendum #3 with associated attachments	MMMM DD, 20YY	1 through XX

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract are those contained in the Project Manual dated:

Document	Title	Date	Pages
Project Manual	Volumes X & X of X	MMMM DD, 20YY	1 through XX

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document ~~A201™-2017~~ A201™-2017 as amended provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of the Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See Exhibit "G" attached

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201™-2017 as amended.

This Agreement is entered into as of the day and year first written ~~above~~ above and shall be executed by the parties in one original document. The original document shall be retained by the Owner. One copy of the original shall be provided to the Contractor and one copy shall be provided to the Program Manager.

DALLAS INDEPENDENT SCHOOL DISTRICT

<INSERT CONTRACTOR LEGAL NAME>

OWNER (Signature)

<<Insert DISD Signer Name & Title>>

(Printed name and title)

CONTRACTOR (Signature)

<<Insert GC's Signer Name & Title>>

(Printed name and title)

Approved As To Form:

DALLAS ISD LEGAL COUNSEL(Signature) _____ Date _____

DRAFT AIA® Document A101™ – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « 2022 »
(In words, indicate day, month and year.)

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

« »
« »

THE OWNER:
(Name, legal status and address)

«Dallas Independent School District, a political subdivision of the State of Texas »
«9400 North Central Expressway »
«Dallas, Texas 75231 »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

Version 10/27/2022

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Contractor shall provide builder's risk insurance as required in A.3.3.2.1.

§ A.2.3.1.1 -

(**NOT USED** Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

«N/A »

Sub-Limit

§ A.2.3.1.2

(**NOT USED** Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

«N/A »

Sub-Limit

§ A.2.3.1.3

§ A.2.3.1.4

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.2.1 have consented in writing to continuance or replacement of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4

(**NOT USED** Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] § A.2.4.1

« »

[« »] § A.2.4.2

« »

[« »] § A.2.4.3

« »

[« »] § A.2.4.4

« »

[« »] § A.2.4.5

« »

[« »] § A.2.4.6

« »

[« »] § A.2.4.7

« »

§ A.2.5 Other Optional Insurance.

The Owner may purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] § A.2.5.2 **Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

« »

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on all of Contractor's insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the AIA A201-2017 General Conditions as amended for the Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of

coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy. Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deductible shall not exceed \$2,500 for Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project) of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, to be endorsed to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them maybe liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. *(See also the insurance requirements included in Article 11 of the AIA A201-2017 General Conditions as amended for this Project).* The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

(DO NOT USE If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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

(NOTE: Amounts of insurance coverage have been left blank so that Districts can enter the appropriate amounts for their Projects. DO NOT LEAVE ANY BLANK UNFILLED IF THAT COVERAGE IS REQUIRED OR CHOSEN FOR THE PROJECT. If a particular coverage will not be used for the Project, delete the unused section. If the District has questions on the appropriate amounts or types of coverage, it is strongly suggested that the District contact its legal counsel and insurance agent.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars and no/100 » (\$ « 1,000,000 ») each occurrence, « Two Million Dollars and no/100 » (\$ « 2,000,000 ») general aggregate, and « Two Million Dollars and no/100 » (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a sublimit not less than \$5,000 for medical expenses per person for bodily injury, included within the limits noted above;
- .2 personal injury and advertising injury with a limit not less than \$1,000,000, \$2,000,000 aggregate;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for five years after Final Completion (to be maintained for a period of five years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner;
- .5 the Contractor's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and
- .6 General Aggregate per Project endorsement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

A.3.2.2.3

Coverage will include:

- Independent Contractors
- Premise operations
- Defense costs in addition to the limits
- X, C, and U coverage
- Broad form property damage including products/completed operations.

Contractual Liability sufficient to cover indemnity requirements in Section 3.18.1, subject to, policy terms and conditions

Contractor's Professional Liability endorsement CG 22 79 or equivalent (policy shall not contain a professional liability exclusion for "means and methods")

Additional insured, primary and non-contributing

If the additional insured endorsement maintained by the Contractor does not include completed operations coverage then the Contractor must purchase this coverage using form CG-20-37 (latest edition) or an equivalent form providing additional insureds with coverage for "completed operations".

Waiver of subrogation in favor of Owner, Program Manager and Architect

A standard ISO CGL 2001 occurrence coverage form or equivalent
No modification or restriction of the standard ISO CGL coverage form Paragraph I – “damage to your work” exclusion. The “subcontractor exception” will not be removed via CG 22 94.
If there is work within fifty (50) feet of a railroad, endorse with CG 2417.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Contractor, with policy limits of not less than «1» (\$ «1») than those stated below per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. (Note: Texas statutory minimum for school districts is \$100,000 per person, \$300,000 per occurrence, and \$100,000 property damage.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least \$1,000,000.

.1	Bodily Injury (per person)	\$300,000
.2	Bodily Injury (per accident)	\$300,000
.3	Property Damage	\$300,000

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

Combined single limit \$300,000

Coverage will include:

Contractual Liability
Additional insured, primary and non-contributing
Waiver of subrogation in favor of Owner, Program manager, and Architect
Pollution liability which includes upset, overturn, and collision
Motor Carrier Act Endorsement (MCS 90), if applicable.

§ A.3.2.4 The Contractor may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

A.3.2.4.1 Umbrella Excess Liability coverages shall be in at least the following amounts:

.1	\$	each occurrence
.2	\$	aggregate
.3		Aggregate Per Project Endorsement

Limits as follows:

If Contract Sum is \$1,000,000 or less
\$1,000,000 each occurrence and \$2,000,000 annual aggregate

If Contract Sum is greater than \$1,000,000 up to \$5,000,000
\$5,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$5,000,000 up to \$10,000,000
\$10,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$10,000,000 to \$25,000,000
\$25,000,000 each occurrence and annual aggregate

If Contract Sum is greater than \$25,000,000
\$50,000,000 each occurrence and annual aggregate

Coverage will include:
Occurrence based form

Follow form of the primary coverage (commercial general liability, employer's liability, auto liability) except for per project aggregate
Pay on behalf wording
Completed Operations
Waiver of subrogation to follow form of the primary
Additional insured to follow form of the primary
Annual aggregate limit
A drop down feature

§ A.3.2.5 Workers' Compensation .

.1	State:	Statutory Benefits
.2	Employer's Liability	\$500,000 per accident \$500,000 disease, policy limit \$ 500,000 disease, each employee

Coverage will include:

Waiver of subrogation in favor of Owner, Program Manager and Architect
Alternate Employers Endorsement, if applicable
Voluntary Compensation endorsement
All States coverage on an "if any" basis

A.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory worker's compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

A.3.2.5.1.1 Duration of the Project include the time from the beginning of the Work on the project until the Contractor's Work on the Project has been completed and accepted by the Owner.

A.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include 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 has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

A.3.2.5.1.3 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

A.3.2.5.1.4 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 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

A.3.2.5.1.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

A.3.2.5.1.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

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

.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.

A.3.2.5.1.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for five year thereafter.

A.3.2.5.1.9 The Contractor shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

A.3.2.5.1.10 The Contractor shall post on each Project site a notice, in the text form and manner prescribed by the TDI, 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.

A.3.2.5.1.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the stator requirements of Texas Labor Code 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 who it contracts, and provide to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.5 Retain all required certificates of coverage on file for the duration of the Project and for five years thereafter;

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

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

A.3.2.5.1.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by worker's 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 TDI'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.

A.3.2.5.1.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

A.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ A.3.2.6 Employers' Liability with policy limits not less than « Five Hundred Thousand Dollars and no/100 » (\$ « 500,000 ») each accident, « Five Hundred Thousand Dollars and no/100 » (\$ « 500,000 ») each employee, and « Five Hundred Thousand Dollars and no/100 » (\$ « 500,000 ») policy limit.

§ A.3.2.7

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars and no/100 » (\$ « 1,000,000 ») per claim and « One Million Dollars and no/100 » (\$ « 1,000,000 ») in the aggregate. Contractor's Professional Liability, if applicable:

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

Coverage will include:

- A waiver of subrogation in favor of Owner, Program Manager and Architect
- A retroactive date that is the earlier of the start of design or the Work
- Coverage for negligent acts, errors or omissions arising out of design or engineering services
- An extended reporting period of 5 years after final completion

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « Three Million Dollars and no/100 » (\$ « 3,000,000 ») per claim and « Three Million Dollars and no/100 » (\$ « 3,000,000 ») in the aggregate

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

Coverage will include:

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

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « Four Million Dollars and no/100 » (\$ « 4,000,000 ») per claim and « Four Million Dollars and no/100 » (\$ « 4,000,000 ») in the aggregate.

§ A.3.2.11 « » (\$ « ») « » (\$ « »)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « Ten Million Dollars and no/100 » (\$ « 10,000,000 ») per claim and « Ten Million Dollars and no/100 » (\$ « 10,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« **X** »] § A.3.3.2.1 Builder's Risk Property insurance in the amount of the Contract Sum which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. The Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(DO NOT USE) Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

.1 Builder's Risk. Unless otherwise provided, Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas, a property insurance written on builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including boiler and machinery insurance, Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site, and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Such coverage shall be primary coverage.

.2 Causes of Loss. The insurance required by this Section A.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

.3 Causes of Loss Sub-Limit. Specific Required Coverages. The insurance required by this Section A.3.3.2.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition, occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

.4 Adjustment of Loss. The Owner, as a fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insured, regardless of the purchaser of the insurance policy. The Contractor, upon receipt of proceeds, shall as fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit, in a separate account, proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceeds from the Owner.

.5 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.2.1 have consented, in writing, to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

.6 Employee Theft or Dishonesty. If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.

.7 Cancellation. The insurance policies required by this Section A.3.3.2 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section A.3.1.1.

.8 Construction Manager at Risk. If Contractor is a Construction Manager at Risk. Then, as specified in each AIA A133 Exhibit A Amendment, the amount of Builder's Risk insurance coverage shall be an amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.

.9 Deductibles. For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000. Contractor shall be responsible for losses within such deductible amounts.

« »

[« »] § A.3.3.2.2 « » (\$ « ») « » (\$ « »)

[« »] § A.3.3.2.3 « » (\$ « ») « » (\$ « »)

[« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

construction site on an “all-risks” completed value form.

[« »] **§ A.3.3.2.5**

[« »] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

« »

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, subject to the requirements of A201-2017, Article 11.1.2.1, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

«\$ or 100% of the Contract Sum as amended

Performance Bond

\$ or 100% of the Contract Sum as amended»

The form of Payment and Performance Bonds shall be subject to the requirements of Texas law, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« See A201-2017, Article 11 »

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

Dallas Independent School District

GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

A201

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

BP# XXX: ORG #XXX XX Elementary School
School Address
Dallas, Texas 75XXX

THE OWNER:
(Name, legal status and address)

The Dallas Independent School District, a political subdivision of the State of Texas
9400 North Central Expressway
Dallas, Texas 75231

THE PROGRAM MANAGER:
(Name, legal status and address)

PMF Name
PMF Address
PMF City/State/Zip
←→←→
←→

THE ARCHITECT:
(Name, legal status and address)

A/E Name
A/E Address
A/E City/State/Zip

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of the Contract between Owner and Contractor, A101- 2017, as amended, OR the Contract between the Owner and Construction Manager at Risk A133-2019, as amended, and the A133-2019 Exhibit A (hereinafter the AgreementContract); Conditions of the Contract as amended (General, Supplementary and other Conditions, including but not limited to A201-2017, as amended); Contractor's proof of Payment and Performance Bonds and proof of insurance, are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual and Construction Documents (as defined in Section 1.1.3 below) including Drawings, Specifications, and Addenda issued prior to receipt of bids or proposals, to execution of the Contract, other documents listed in the AgreementContract, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the AgreementContract, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, Contractor's bid or portions of Addenda relating to bidding requirements). All sections of the Project Manual shall be a part of the AgreementContract. In the event of conflict, terms and conditions contained in the AgreementContract, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended. The terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

1.1.1.1 The Contract, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Contract shall be valid, binding, and enforceable only if said revision, amendment, or modification is made conspicuous by being underlined, lined-through, or highlighted in this Contract signed by Contractor and the authorized representative of Owner's Board of Trustees.

§ 1.1.2 The Contract

The Contract Documents form the Contract for ~~Construction~~Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by the Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be constructed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor of the Contractor; (3) ~~between the Program Manager and the Contractor~~between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

The Program Manager and/or Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the duties of the Architect and/or the Program Manager.

1.1.2.1 To be effective, all Contract Documents including the A201-2017, as amended requiring signatures must be signed first by the Contractor representative and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign, shall be considered a material breach of the Contract by Contractor.

§ 1.1.3 The Work; Construction Documents

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents.

"Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish, in detail, the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC § 61.104036, and the standards set forth in the Owner's architect agreement Section 3.1.4 of AIA document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments ~~PROJECT MANUAL~~ of Service

Construction InstruDocuments of Service are include representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Construction InstruDocuments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 ~~PROGRAM MANAGERS~~Initial Decision Maker

The Owner may use Program Managers to carry out some of the functions of administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

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

1.1.9 Addenda

Addenda are written or graphic instrument issued by the Owner prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Contract is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

1.1.10 All references to “Contractor” shall include “Construction Manager at Risk” as appropriate.

1.1.11 The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner’s construction program. The Contractor, Architect, and Program Manager(s) (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager(s) including the assignment of the Program Manager, may be changed by Owner during the Project.[Omitted]

1.1.11 Approved, Approved Equal, Approved Equivalents, Or Equal

The terms “Approved” and “Approved Equal” relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

1.1.12 Abbreviations

AIA:	American Institute of Architects. (All references to AIA documents refer to AIA’s trademarked documents. Each reference to a specific document shall refer to the documents as amended for this Project.)
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ANSI:	American National Standards Institute
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NEC:	National Electrical Code
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

1.1.13 Bids or Bidding The term “Bids” or “Bidding” shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

1.1.14 Miscellaneous Other Words

1.1.14.1 Business Day

The term “business day” is a day that Owner’s Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner’s Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are: Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state, or local days specified in the calendar approved by the Owner’s Board of Trustees on an annual basis. A business day does not include a day on which the Owner’s Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

1.1.14.2 Calendar Day

A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

1.1.14.3 Holidays

Owner-approved holidays for Contractor's Work are limited to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.1.14.4 Work Day

Work days are all calendar days except Holidays.

1.1.14.5 Anticipated Weather Days

An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. ~~Section 15.1.5.3 lists required Anticipated Weather Days.~~

1.1.15 Contract Sum

"Contract Sum" shall have the same meaning as in Section 5.1 of the Contract (A133-20109), for the Project when the Project is a Construction Manager at Risk Project OR the same meaning as in Article 4 of the Contract (A101-2017) for the Project.

§ 1.2 Correlation and Intent of the Contract Documents

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

~~§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract. The most recently issued contract document takes precedence over previously issued forms of the same document. Figures given on Drawings govern scale management, and large-scale details govern smaller scale Drawings. If an item is shown one place in the Drawings, but not another, or called for in a schedule or the specifications but not shown on the Drawings or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions.~~

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

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

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

1.2.4 Relation of Specifications And Drawings

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

1.2.5 Optional Materials, Equipment and Processes

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area than shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials equipment, or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Contractor shall bear all related costs associated with the substitution. Certain special construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or function of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the quality of equipment and materials that deviate from any of the indicated and specified requirements.

1.2.5.1 Product and Reference Standards

When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices which the Contractor knows, or in accordance with the standard of care for a General Contractor should have known, is necessary for proper functioning shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required and no edition is specified by the Contract Documents, the current edition at the time of Contract execution shall apply whether or not the proper edition was set out in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except:

- 1 They do not supersede more stringent standards set out in the Contract Documents, and
- 2 Any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

1.2.6 Standards And Requirements

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Contract by the last party to execute said Contract shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Contract and until Final Completion, pursuant to the terms of the Contract between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

General Requirements in the Specifications govern the execution of all Work. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited licenseauthorized to use and reproduce the Construction DocumentsInstruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7-and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction DocumentsInstruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of ServiceConstruction Documents on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

1.5.3 The Drawings, Specifications and other Documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim copyright in the Drawings, Specifications and other documents prepared by the Architect or Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the written consent of the Owner, Architect and Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants copyrights or other reserved rights.

§ 1.6 Notice

§ 1.6.1 ~~Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement~~ Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail, or by courier service providing proof of delivery to the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

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

§ 1.7 Digital Data Use and Transmission

~~If the parties intend to transmit Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary~~ shall agree upon protocols governing such the transmissions, unless otherwise already provided in the Contract or the Contract Documents and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 EXECUTION OF CONTRACT DOCUMENTS

1.8.1 ~~The Contract Documents must be signed by the Owner and Contractor. The AgreementContract between Owner and Contractor, as amended, including Conditions of the Contract, as amended, as well as all other Contract Documents that required signature of the Parties, including the A201-2017, as amended, must be signed first by the Contractor's representative. . After signing the AgreementContract and all other Contract Documents requiring signature, Contractor shall return the Contract Documents along with proof of insurance and payment and performance bonds to Owner. Once Owner has approved of the Contract Documents and the proof of insurance and payment and performance bonds, Owner shall sign the AgreementContract and all other Contract Documents requiring signature of the parties. When Owner has signed and approved all required documents, District shall issue a Notice to Proceed to Contractor.~~

1.8.2 ~~Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect, the Program Manager and Owner, and Architect will issue a written Architect's Supplemental Instruction to all parties that is consistent with the Owner's Scope of the Work.~~

~~Building Information Models Use and Reliance~~

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 ~~The Owner is the independent school district or entity person or entity identified as such in the Agreement and is referred to throughout in the Contract Documents as if singular in number. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to, AIA Document A133 Exhibit A; approve changes in the scope of the Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board shall~~

designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized ~~in writing a representative who shall be the Superintendent of Schools, who may delegate responsibilities as appropriate, have express authority to bind the Owner.~~ Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of their parties.~~

2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions, or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Contract with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications, or other Construction Documents.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, t~~The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of ~~shall furnish to the Contractor Documents~~reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 ~~At any time prior to the Owner's receipt of the executed AgreementContract with the required bonds and insurance, the Owner may, at its sole option and without cause, reject the offer described in this AgreementContract by delivering to the Contractor a written notice stating so. Such notice shall be signed by the Owner's Director of Purchasing or designee and shall be effective on receipt by the Contractor. The rejection of the offer described in this AgreementContract shall cause no obligation or duty to the District save return of bid or proposal security, if any, if rejection is without cause. This paragraph does not pertain to rejection for cause by the Owner, or for the Contractor's failure to provide required bonds or insurance. Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until~~

reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if successor architect has been employed by Owner. The term "Architect" means the Architect or the Architect's authorized representative.

§ 2.3.4 ~~If requested to do so, in writing, by Contractor, prior to start of the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The survey shall not relieve Contractor from its obligations to examine the site, or exercise proper precautions relating to the safe performance of the Work.~~

§ 2.3.5 Information or services reasonably necessary for the Work and under the Owner's control shall be furnished by the Owner with reasonable promptness where requested in writing by the Contractor. Under normal circumstances, fourteen (14) District Business days will be considered a reasonable time for Owner response. In any circumstance where information or services from the Owner, Program Manager or Architect is required, Contractor shall promptly notify in writing the Architect, with copy to the Program Manager, of the particular need. Absent such notification, any Claim based upon lack of such information or services shall be waived. The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to ~~fails to correct non-conforming or defective Work, fails to correct Work which is not in accordance with Contract Documents, or correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2 or repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, ~~except to the extent required by Section 6.1.3.~~ The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools or designee.

§ 2.5 Owner's Right to Carry Out the Work

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

2.5.1 After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

2.6 OWNER'S OCCUPANCY

Contractor agrees that the Owner may place and install as much equipment and furnishings during the progress of the building as is possible before completion of various parts of the Work, or may occupy portions of the Work before substantial completion of the entire Work, and further agrees that such placing and installing of equipment and furnishings or occupancy of portions of the Work shall not in any way evidence the substantial completion of the entire Work, or signify Owner's acceptance of the Work, nor does it affect claims for liquidated damages in case Substantial Completion is not achieved as required unless the failure to reach Substantial Completion is the result of the early move-in or occupancy. Owner will accept the responsibility for any damages to the Work caused by such occupancy.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which

representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work;

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to timely complete the Work and perform its obligation hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a Proposal that he has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the Contract Documents to actual observable site conditions prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are ~~not~~ for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; ~~however,~~ the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. ~~It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.~~

§ 3.2.3 ~~Neither the Owner nor the~~ Contractor is ~~not~~ required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

3.2.3.1 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of

materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2, ~~or~~ 3.2.3, or 3.2.3.1, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, ~~or~~ 3.2.3, or 3.2.3.1, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities when the Contractor recognized or should have recognized such error, inconsistency, omissions or difference, and failed to report it to the Architect. Contractor shall not be entitled to additional compensation or additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including the telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes, and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

3.2.6 The Owner shall be entitled to deduct from the Contract Sum, amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents, and this causes Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall be evaluated and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

- .1 The location, condition, layout, drainage, and nature of the Project site and surrounding areas;
- .2 Generally prevailing climatic conditions;
- .3 Anticipated labor supply and costs;
- .4 Availability and cost of materials, tools, and equipment; and
- .5 Other similar issues.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract

Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects, in writing, to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

Contractor shall attend weekly, or as otherwise directed by Owner, job site progress meetings. Program Manager shall conduct such meetings; and, shall manage Architect's recording, transcribing and distributing minutes to attendees, Architect, and other appropriate parties

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between the Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent Contractor status described herein. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or controlled substances, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Contract justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractor, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents, or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work connecting or adjacent to property of Owner.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of the Contract Documents.

3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling, and routing of all Work performed by all sub-contractors and sub-subcontractors.

3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5') feet in depth, in accordance with Texas Health and Safety Code § 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

.2 The special shoring requirements, if any, of the Owner;

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system; and

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring use.

3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the litigation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupations Safety and Health Administration.

3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Contract or inferable from this Contract shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work, shall relate to the result the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status. Pursuant to Texas Labor Code § 214.008, the Contractor and any subcontractor on the Project, shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Contract. Any Contractor or subcontractor who fails to properly classify such an individual, may be subject to penalties of Texas Labor Code § 214.008(c).

§ 3.4 Labor and Materials

§ 3.4.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code § 2269.054. These Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project. Texas Government Code § 2269.0541. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code § 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

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

3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect or Program Manager without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitution shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at the Owner's request. Contractor shall place similar language in its subcontract agreements, requiring the Subcontractors and Sub-subcontractors to be responsible for their own forces, and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

3.4.4 Including, but not limited to, the specific requirement of Article 10, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state, and local laws, regulations, guidelines, and ordinances pertaining to work safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

3.4.5 Pursuant to Texas Education Code § 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The Owner may terminate this Contract if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

3.4.6 CRIMINAL HISTORY CHECKS

3.4.6.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all “covered employees” (as defined in Section 3.4.6.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor’s submission will include the employee’s written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner’s costs incurred in obtaining the criminal history information. Contractor’s violation of this section shall constitute a substantial failure under Article 14.

3.4.6.2 Contractor will not assign any “covered employee” with a “disqualifying criminal history,” as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner’s Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

3.4.6.3 For the purposes of this Section, “covered employees” means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner’s Project and has or will have direct contact with Owner’s students. The Owner will decide what constitutes direct contact with Owner’s students. “Disqualifying criminal history” means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code § 21.060, and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

3.4.7 OWNER’S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, as provided in Section 3.4.6.1 above, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner’s Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner’s property, or other location where students are likely to be present. Owner shall determine what constitutes “moral turpitude” or a “location where students are likely to be present.”

3.4.7.1 If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the Owner with this Agreement Contract showing compliance

3.4.8 PREVAILING WAGE RATES

3.4.8.1 Contractor, Contractor’s Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the project is located as detailed in the “Minimum Wage Schedule” attached to this Contract. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code § 2258.001 *et seq.*

3.4.8.2 Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker, or mechanic, employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

3.4.8.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

3.4.8.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

3.4.8.5 If no schedule is attached to the Contract, Contractor shall use the wage rates contained in the Project Manual for the Project. If no wage rates are in the Project Manual, then the parties shall use the wage rate determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. § 276a, (which can be accessed on the internet at <https://www.wdol.gov> or <https://beta.sam.gov/>) effective as of the date of this Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require, ~~or permit and that the Work will conform to the requirements of the Contract Documents, permit.~~ The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work.) Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4~~ Contractor shall certify that the Project Work has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code § 61.104036.

3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten (10) days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

3.5.3.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion

3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

- .1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or
- .2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or
- .3 such further reasonable proof as is required by the Architect.

3.5.5 The Contractor agrees to issue the warranty (or warranties) in the name of the Owner, or assign the warranty (or warranties) to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, for any and all material, equipment, fixtures, and furniture (if supplied or installed by Contractor or its subcontractor), or other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturer's warranties. All forms will be required to be submitted prior to Final Payment.

3.5.6 The warranties of Contractor provided in Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible from correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work shall extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

3.5.8 Prior to receipt of Final Payment, Contractor shall:

- .1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;
- .2 Verify that the documents are in proper form and contain full information;

- .3 Co-sign warranties when required;
- .4 Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;
- .5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project, name, address, and telephone number of Contactor, and name of its responsible principal;
- .6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;
- .7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and
- .8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

3.5.8.1 Contractor and Owner acknowledge that the Project may involve construction work on more than one school building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of substantial completion, dates upon which the one-year warranty on each phase or building, which is substantially complete, will expire, and dates of final completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one month prior to the expiration of the one (1) year warranty period on each building or each phase of the building that has been substantially completed. If Owner, Architect or Program Manager discovers during the warranty period, deficiencies not previously reported, Contractor shall accompany the Owner, Architect and Program Manager on an inspection of such deficiencies and Contractor shall be responsible for correcting any such deficiencies not caused by the Owner or the use of the building. For extended warranties required by various sections, i.e., roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within fifteen (15) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one month prior to the expiration date, Contractor's warranty obligation described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected Contractor shall certify that the Work has been constructed in accordance with the Contract Documents. Any work performed by the Contractor that is not in accordance with the Contract Documents is defective and a breach of this agreement unless the Owner has agreed in writing to waive the defect. The Contractor shall provide all reasonable assistance in achieving compliance with building code specifications, accessibility standards, and Texas Education Agency Commissioner's rules in the Work.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309; § 151.310; § 151.311, and 34 TAC § 3.291 and § 3.287. For the purpose of establishing exemptions, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e), § 151.155, and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154; 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax without compensation from Owner. Contractor shall pay all necessary local, county, and state taxes, income tax, compensation tax, social security, and withholding payments, as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

3.6.2 1 The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certificate in lieu of sales tax on the purchase, rental or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing this Contract with the Dallas Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s), shall comply with the applicable rulings of the State Comptroller.

3.6.3 2 The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas and the City of Dallas, Texas, and shall pay all taxes for which he may be liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

3.6.4 3 Title to all goods or materials purchased under a resale certificate shall vest in the District at the time of initial possession by the Program Manager and shall be used only in performance of Services under this AgreementContract. Program Manager shall cause such items to promptly be marked, labeled or otherwise physically identified as the District's property. Program Manager shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Program Manager. Any tangible personal property purchased under a resale certificate as described above not fully used up in the Services shall remain with the District

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concludedAfter Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The OwnerContractor shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

Architect shall assist Contractor in obtaining an Occupancy Permit by accompanying governing officials during inspections, including the architectural barrier inspection and correction, of the Project, if requested to do so by the Program Manager or the Owner. Architect shall assist the Contractor in obtaining the Certificate of Occupancy prior to the issuance of the Certificate of Substantial Completion.

3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 116.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

§ 3.7.4 ~~Intentionally deleted~~ Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract Time, then either party may pursue alternative dispute resolution as provided for in Article 15, within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect and Program ~~at~~Manager at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, the payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

3.7.6.1 The Owner shall pay directly to the relevant jurisdiction those fees presently called "Storm Water Disposal Fees" to the water and sewage departments. Contractor shall ascertain amounts and advise Architect. Water meter charges shall be paid by the Contractor

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness, to avoid delay in the Work, provided that if a decision is needed to avoid delay, Contractor shall notify Architect and Program Manager in writing sufficiently in advance of needed date to allow reasonable time for selections to be made~~

3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communication shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager, or employee of the Contractor, Subcontractor, or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractor, Sub-Subcontractor, and their employees.

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

§ 3.9.3 ~~The Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remained assigned to this Work and present on the site during performance of the Work, throughout the course of the Work, until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted for the amount owed to the Contractor under general conditions for such day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare for and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

3.10.1.2 In the event that the Contractor is entitled to an extension of the Substantial Completion Date or any required interim completion date under the Contract Documents, Owner shall be entitled to direct the acceleration or re-sequencing of the Work in order to achieve the prior scheduled Substantial Completion Date or interim completion dates, and Contractor shall be reimbursed for the amount of the premium portion of overtime actually incurred in respect thereto and shall be entitled to an increase adjustment to the Contract Sum to the extent of the premium portion of overtime so incurred. Before proceeding with any such Owner-directed acceleration plan under this subparagraph, the Contractor shall have received the Owner's prior written approval of the plan and its anticipated not-to-exceed cost.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Program Manager reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Program Manager shall conduct such meetings; and, shall manage Architect's recording, transcribing and distributing minutes to attendees, Architect, and other appropriate parties. Progress of the Work shall be reported at said meeting with reference to Contractor's construction schedule. The Contractor shall submit to the Architect, with each monthly application for payment, a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work, and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

3.10.5 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by

Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner, the Architect and Program Manager. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Program Manager and Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these Supplementary Conditions as progress reports) as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Architect.

3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum, if: 1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, 2) such rescheduling is required for the convenience of the Owner and is not attributable to any act or omission of Contractor.

3.10.7 The Owner's need for delivery of completed work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any scheduled completion dates and milestone dates set out in the Contract Documents. The Contractor shall perform the work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates, and Contractor acknowledges and agrees that if these dates are not met, there may be a relaxation in the needed delivery dates because of the school calendar. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met for reasons not the fault of the Contractor, Contractor will develop with the Owner, Program Manager and Architect a plan and a budget under the Change Order provision of the Contract Documents to meet such a situation either (at Owner's option) by accelerating the Work to overcome the delays, or suspending or otherwise slowing the Work to efficiently take advantage of any relaxation in Owner's need for the completed Work.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at all times, at the Project site, the ~~Construction~~ Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner at all times, and delivered to the Architect for completion of record drawings.

3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications, and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required by the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and form as required of the Architect to this Project.

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

3.12.11 The Contractor shall submit complete drawings, data, and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum, if the Project is an A101 project; or Guaranteed Maximum Price, if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two (2) additional sets for the Architect, one (1) additional set for the Owner, and one (1) additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one (1) high quality reproducible transparency, and one (1) opaque print of the shop drawing for the Architect, plus one (1) additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of the Work.

3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

3.1.2.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be properly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

3.13.3 The Contractor and its subcontractor shall not erect any sign on the Project site without the prior written consent of the Owner.

3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that the public area adjacent to the Site of the Work shall be free from all debris, building material, and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly provided, however, that any such cutting, fitting, or patching can only be performed if the cutting, fitting, or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

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

3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas, and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpet and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors, repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating system if units are operated during construction and clean ducts, blowers, and coils; (10) clean light fixtures; (11) remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage ways; (12) remove waste, debris, and surplus materials from the site; (13) remove stains, spills, and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces, and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Program Manager and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Program Manager or Architect at the Work site does not imply acceptance or approval of the Work. The presence of the Owner, Architect, or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS AND SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER, PROGRAM MANAGER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT HARMLESS FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR BUT SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PREPARED BY THE OWNER OR ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS, OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for thesuch loss unless suchthe information is promptly furnished to the Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, ARCHITECT'S CONSULTANTS, OWNER'S TRUSTEES, CONSULTANTS, -PROGRAM MANAGER, AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY A PARTY BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS, AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSES THAT ARISE FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 ET SEQ.

3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION, OR EXPIRATION OF THIS CONTRACT.

3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

3.18.7 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

3.19 ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq.* The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Owner shall notify Contractor when the duties, responsibilities or limitation of authority of the Architect have been modified

4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 Certain portions of the administration of the Contract will be performed by the Architect, others by the Program Manager. Both the Architect and the Program Manager will be treated as the Owner's representatives to the extent set out in the Contract Documents. Neither the Architect nor the Program Manager shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect or Program Manager. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final This period shall extend until payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2 Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 The Architect, as a representative of the Owner, will~~shall~~ visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at any other intervals appropriate to the stage of construction, to inspect or as otherwise agreed with the Owner, to become generally familiar with the progress, and quantity and quality of the portion of the Work completed, to reject any observed nonconforming Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect, or its structural consultant will provide on-site observation prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observation prior to covering up or closing up of portions of the construction, which if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and the quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor, orally, regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective action taken or recommended. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect, however, will~~shall~~ not have control over, charge of, or responsibility for the Contractor's construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs, but this does not relieve Architect of Architect's responsibilities under this Contract. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work, shall be performed at no additional cost to Owner in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's

failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, The Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with Contractor and Subcontractors include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have recommend to Owner additional authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3 the provision of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover, and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspection required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report, in writing, to the Contractor, Program Manager and Owner any errors, inconsistencies, and omissions discovered by the Architect in the Shop Drawings, Product Data, and Samples.

§ 4.2.8 The Architect will shall review, prepare, and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect, and may order authorize minor changes in the Work not involving any adjustment in Contract Sum or Guaranteed Maximum

Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and Owner shall review properly prepared, timely requests by the Contractor for change in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect will investigate and to make a reasonable determinations without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contact Time, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major system such as: Heating, Ventilation and Air Conditioning (“HVAC”); roof, foundation; outward appearance, color scheme, floor plans, building materials; drainage or mechanical equipment with Owner’s prior written consent and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; ~~issue Certificates of Substantial Completion pursuant to Section 9.8; will~~ receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor ~~pursuant to Section 9.10; and will~~ issue a final Certificate for Payment ~~pursuant to Section 9.10 upon compliance with the requirements of the Contract Documents.~~

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the ~~Project representatives~~ Architect have been modified.

§ 4.2.11 The Architect will interpret and ~~decide matters~~ make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract

Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner, ~~and Architect~~ and Program Manager, in writing, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect ~~major~~ Program Manager shall notify, in writing, the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner or Architect to provide notice ~~within the 14 day period~~ promptly shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

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

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

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

5.2.5 Each Contractor or Subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections, or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

The Contractor shall disclose to the Owner any ownership interest or affiliation between the Contractor and any potential subcontractor prior to entering into a subcontract and the Owner shall have the right, in its sole discretion and pursuant to 5.2.3., to reject any such affiliated subcontractor. Further, Contractor shall not subcontract the work as a whole.

The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its Subcontractors, including those recommended or approved by the Owner

5.2.6 The Contractor agrees to utilize Subcontractors that are historically underutilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines attached hereto as Exhibit "C".

No changes to the Plan may be made unless approved in writing by the Owner. The Contractor, prior to the execution of this Contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the performance of all Work under this AgreementContract, the Contractor and its agents shall comply with all M/WBE policies of the Owner. The information shall be identified per firm, discipline and participation. While this AgreementContract is in effect and until the expiration of one year after final completion, the Owner may require information from the Contractor, and may conduct audits, to assure that the Plan is being, and was, followed.. With each Contractor's application for payment, the Contractor shall report their updated M/WBE Plan and actual M/WBE participation information.

5.2.7 Contractor shall promptly notify the Owner, Architect and Program Manager of any material defaults by any subcontractor

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to ensure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

5.3.3 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect, or the Owner, and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section/Article 14.2 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

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

§ 5.4.2 ~~Upon s~~Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable; if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 ~~Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner shall only be assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance, all of the successor contractor's obligations under the subcontract.~~

5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor after written notice for undisputed amounts not previously paid to Contractor subsequent to the Owner's exercise of any rights under this conditional assignment.

5.4.5 Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner

5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work. Owner shall have access to the building on the site at all times.

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

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

§ 6.1.4 It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the hazardous materials abatement contractor. Contractor shall not be required to contract directly with the hazardous materials abatement contractor or Owner's separate contractor's however, Contractor shall coordinate all aspects of the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this AgreementContract. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contained therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of the hazardous materials abatement contractor and any of Owner's separate contractors Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 ~~Mutual~~Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors including the hazardous materials abatement contractor.

Contractor shall not be required to contract directly with the hazardous materials abatement contractor or Owner's separate contractor's however, Contractor shall coordinate all aspects of the hazardous materials abatement contractor's and Owner's separate contractor's work, including required monitoring, testing and inspections by independent firms, with the Work under this AgreementContract. The Contractor shall be totally responsible for coordination between its Subcontractors and the hazardous materials abatement contractor and any other Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for hazardous materials abatement contractor and Owner's separate contractors and consultants. Contractor shall review Owner's contract with the hazardous materials abatement contractor and Owner's separate contractors and become familiar with the requirements and scope of services contained therein. Contractor shall continually review the work performed by the hazardous materials abatement contractor and Owner's separate contractors and immediately notify the Owner and Program Manager if at any time during the performance of Contractor's work, the hazardous materials abatement contractor or any of Owner's separate contractors fail, in any way, to provide sufficient, competent manpower or timely perform its services In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify, in writing, the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report, in writing, to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify, in writing, the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper, and is performed in a timely manner, to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

6.2.3.1 If the Architect or Program Manager is required to provide additional services, as provided in the Contract between the Owner or Program Manager and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with Owner's Contract with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an omission by the Architect and Program Manager.

6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect, in writing, to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through Owner, who upon receipt of same shall reimburse the Architect.

6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to details, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

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

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

§ 6.3 Owner's Right to Clean Up

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

6.3.1 Job site cleanup will be performed on a daily basis. The Owner and/or Program Manager will periodically check the site to see that all construction areas, nearby roads, walkways and/or grounds are maintained in a clean and safe manner. The cost to clean up the site will be assessed to the Contractor each time the Owner is required to clean the area due to failure of the Contractor or his designee to satisfactorily perform or enforce this site clean-up requirements. The Owner will assess the cost. Before assessing the cost, the Contractor shall be given notice of the failure to clean the site and one business day after the date of the notice to clean up the site. If the Contractor fails to clean up the site, after notice, the Owner may assess the cost for cleanup.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, Contingency Authorization or order for a minor change in the Work. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner. The Contract Sum and/or Contract Time may be increased for changes in the Work if the provisions of Article 7 have been met.

Architect shall review properly prepared, timely requests by Contractor for a proposed change in the Work, including but not limited to adjustments to the Contract Sum or Contract Time. A properly prepared request for a proposed change shall be accompanied by sufficient supporting data and information to permit Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications

§ 7.1.1.1 No changes in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless prior to performing the changed Work the Contractor has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within ten (10) days of receiving the directive, submit a change proposal to the Owner, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Paragraph 15

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. A change in the work that does not require a change in Contract Sum or Contract Time may be paid from the Contingency Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Architect and signed by the Owner, Contractor and Program Manager directing a change in the Work. A CAEA shall not be used for minor changes in the Work. Note: If the Construction Manager Percentage Fee was not previously included in the approved GMP, the approved additions or deductions for authorized amounts for Contingency Expenditures will also include an appropriate adjustment for the Construction Manager Fee at the percentage approved in Article 5.1.1 and 5.1.2 of the modified AIA Document A133.

7.1.2.1 Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Work or supply additional labor, services, or materials beyond that actually required by the terms of the Contract Documents, unless made pursuant to a written order from Owner authorizing Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.

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

Paragraph 7.3 or 15, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Contractor shall not make any claim for an adjustment to time, Contract Sum, or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum, or Guaranteed Maximum Price shall be valid unless so ordered or directed.

7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit, or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit, or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit, or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the Work, exceed 14% of the total cost of the change in the Work.

7.1.5 The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the Architect.

.1 Each separate Change Proposal shall be numbered consecutively and shall include materials, costs, labor costs, fees, overhead and profit. The Proposal shall specify all cost related to the proposed Change in the Work, including any disruption or impact on performance;

.2 The Subcontractor's itemized accounting shall be included with the Change Proposal;

.3 If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the Architect and Program Manager;

.4 A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix;

.5 Upon written approval of a Change Proposal by the Owner, the Architect and the Program Manager, the Architect will prepare a Change Order authorizing such change in the Work; and

.6 The Contractor shall request extensions of Contract Time due to changes in the Work only at the time of submitting its Change Proposal. Contractor's failure to do so shall represent a waiver of any right to request a time extension

7.1.5.1 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule;

.1 For approved additions or deductions to the Cost of the Work (not including preconstruction or general condition costs), the Construction Manager's Fee will be increased or decreased at the same percentage approved in Section 5.1.1 and 5.1.2 in the approved A133 contract document.

.2 For approved additions or deductions to any of the Construction Manager's subcontracts for self-performed work paid in accordance with the Section 2.3.2.2 of the A133 contract document, the self-performed work fee will be the same as approved in Section 2.3.2.2 of the A133 contract document.

.3 For approved additions or deductions to approved Subcontracts, the maximum markup on changed Work performed by the Subcontractor's own forces will be ten (10%) percent of the approved allowable Change Order costs.

.4 For approved additions or deductions to approved Subcontracts, the maximum markup on changes for Work performed by the Subcontractor's Sub-subcontractors will be four (4%) percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7

.6 In order to facilitate checking of quotations for extras or credits, all proposals except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

7.1.6 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an

overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances. The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten (10%) percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor's, four (4%) percent of the amount due the subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten (10%) percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, four (4%) percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.76.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also

7.1.7 If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work, may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

§ 7.2 Change Orders

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

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

7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality takeoffs, material prices by item, and of related labor hour pricing information and extension by line item by drawings as applicable);
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon and supported by sufficient substantiating data to permit evaluation;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually-acceptable fixed or percentage fee or the percentage fee established at 7.1.5; or;
- .4 As provided in Subparagraph 7.3.7.

7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements, and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

7.2.5 Agreement on any Change Order shall constitute a final settlement of all claims by the Contractor directly or indirectly arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time

§ 7.3 Construction Change Directives

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

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

§ 7.3.3 The Construction Change Directive shall include a unilateral change in the Contract Sum and/or Contract Time reflecting the Owner's reasonable view of the appropriate change in the Contract Sum and/or Contract Time for the change in the work covered by the Construction Change Directive. Until agreement is reached by the Owner and Contractor on these issues, the change in Contract Sum and Contract Time set out in the Construction Change Directive shall be used for schedule of values, payment, and scheduling purposes.

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

- .1 — Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality takeoffs, material prices by item and of related labor hour pricing information and extension (by line item by drawings as applicable).
- .2 — Unit prices stated in the Contract Documents or subsequently agreed upon; and supported by sufficient substantiating data to permit evaluation.
- .3 — Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 — As provided in Section 7.3.4.

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

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time.

§ 7.3.7 In the absence of agreement between Owner and Contractor on the proper change to the Contract Sum or Contract Time because of a change in the Work, Contractor may treat the matter as a Claim under Paragraph 15. In

such event, the Contractor shall be entitled to recover only the amount by which its direct costs have been reasonably increased over the direct cost of performing the Work without the change in the work, plus three percent (3%) on Subcontractor's Work) of direct cost to cover home office overhead, profit, and all other costs. Direct costs shall be limited to the following:

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

.1 Reasonable Cost of Labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Materials, supplies and equipment, equipment including cost of transportation, whether incorporated or consumed;

.3 Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. Unless otherwise established in the Contract, the rental value of the Contractor's own equipment shall not be more than normal local rental rates for contractor-owned equipment;

.4 Premiums for all bonds and insurance permit fees and sales, use or similar taxes related to the Work; and

.5 Cost of Subcontractor for performing the change in the Work. The amount allowable for Subcontractors shall be calculated using the same standards set out herein for direct Work by the Contractor.

.6 Additional cost of supervision and field office personnel directly attributable to the change.

Contractor and each Subcontractor involved shall furnish evidence of costs such as copies of original invoices for materials, payroll vouchers for labor, etc., upon request by the Architect, Owner, or Program Manager. Any increase in Contract Time shall be limited to the amount of time by which activities critical to overall completion of the Project are delayed by the change in the Work. If it is reasonably possible to perform the change in the Work concurrently with Work that is critical to overall completion, no time extension shall be granted by reason of a change in the Work.

§ 7.3.8 ~~[Not Used] The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that which results in a net decrease in the Contract Sum shall be actual net cost of the work deleted, including all profit and overhead, plus the Contractor's allocated percentage of three (3%) percent on Subcontractor's work of direct cost to cover supervision, field office and home office overhead, profit and all other costs cost When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.~~

§ 7.3.9 ~~[Not Used] Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~

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

§ 7.4 Minor Changes in the Work

~~With prior written notice to the Owner's representative, T~~he Architect may order minor changes in the Work that are consistent with the ~~intent of the Construction Documents or the~~ Contract Documents and do not involve an adjustment in the Contract Sum ~~or Guaranteed Maximum Price,~~ or an extension of the Contract Time, ~~nor requiring any payment from the Contingency Allowance.~~ The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum ~~or Guaranteed Maximum Price,~~ or Contract Time, ~~or requiring a payment from the Contingency Allowance,~~ the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect

the Contract Sum or Guaranteed Maximum Price, or Contract Time, or the Contingency Allowance, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time or the Contingency Allowance. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the ~~date established in the Agreement~~ first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Contract (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

8.1.2.1 If the Notice to Proceed is delayed due to delays in issuance of the building permit by municipal authorities or other unanticipated delays, and if building materials are expected to increase in price due to that delay, Contractor may, if Owner expressly agrees in writing, purchase such materials before receiving the Notice to Proceed from Owner. Contractor shall store and insure such building materials until use. In the event the project is cancelled, Contractor's contract is terminated, or the materials are not used (in whole or in part) on the Project, Contractor shall sell the unused materials to Owner at Contractor's actual cost, or reduce its billing to Owner in that amount, if Contractor retains the material.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

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

§ 8.2 Progress and Completion

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

If Contractor fails to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion in this Contract and the other Contract Documents, Contractor shall pay to the Owner, as liquidated damages, the sum set out in the Contract between Owner and Contractor for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. The total liquidated damage claim is determined by multiplying daily-liquidated damage amounts stated in the Contract by the number of days late. A fraction of a day shall be counted as a full day. It is hereby agreed that the actual damages which Owner will suffer by reason of late completion would be difficult to ascertain, and the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor's failure to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion, and not a penalty. Liquidated damages shall be paid as they accrue and may be adjusted from any progress payment due.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period.

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

8.2.4 The Contractor is subject to liquidated damages, as specified in the Contract, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress in performing work that is critical to overall completion of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of or Program Manager, or a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, governmental actions, unusual delay in deliveries, unavoidable casualties, or adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized, in writing, by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner and Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, and Architect or Program Manager may determine. Adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused or could not have reasonably been anticipated by the Contractor, and could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and only if Contractor satisfies the conditions of this Paragraph 8.3. Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of the Contract Time.

The Contractor shall anticipate and include in the construction schedule lost time due to adverse weather conditions in accordance with the number of Lost Time Workdays per month in the Dallas area in accordance with the following schedule:

January	– 5
February	– 4
March	– 5
April	– 6
May	– 6
June	– 4
July	– 4
August	– 4
September	– 5
October	– 4
November	– 4
December	– 4

A request for a time extension based on unusually adverse weather conditions will not be permitted unless the cumulative actual days of Lost Time Workdays for the period when the critical path of the project is subject to impact from Lost Time Workdays exceeds the cumulative number of expected Lost Time Workdays for the same period. The final calculation of entitlement to a time extension cannot be made until at least sixty (60) days prior to the agreed date for Substantial Completion of the Project is completed and the time extensions for unusually adverse weather may not be made until that time. However, Contractor will submit claimed Lost Time Workdays in accordance with the submission times provided in 8.3.2. No day on which substantial Contractor forces are able to perform the work on the Project for more than fifty percent (50%) of the usual workday will be counted as a Lost Time Workday. Lost Time Workdays will not be calculated for any period when the critical path of the project is not subject to impact from adverse weather conditions.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. On or before the fifteenth (15th) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in the Work, which are to be submitted in accordance with the requirements of Article 7. If Contractor's request for time extension for Changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15th) day of the month following the denial. Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.

8.3.2.1 Owner, after consultation with the Architect and Program Manager, shall grant time extensions to the extent it believes them to be proper. Time extensions granted by the Owner may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the Owner, it may make a claim for them provided it can meet the requirements of Paragraph 15.1.

§ 8.3.3 This ~~Contract Section 8.3~~ does not ~~permit~~ ~~reclude~~ the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the ~~Agreement~~Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

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

§ 9.2 Schedule of Values

9.2.1 Before the first Application for Payment, the Contractor shall submit a schedule of values to the Architect and Program Manager before the first Application for Payment, allocating the entire Contract Sum or, in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect or Program Manager may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Document G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

9.2.2 If the Project is a Construction Manager at Risk project, in order to facilitate the review of Applicants for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line item.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivide into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical, and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.)

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders. Contractor agrees that, for purposes of Texas Government Code Sections 2251 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 251.021 and 2251.042. As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein Section 9.4 or 9.5 as amended. The remaining retainage shall be paid with the Final Payment, unless there is a bona fide dispute between Owner and Contractor and the reason for the dispute is that labor, services, or materials provided by Contractor, or a person under Contractor's direction or control, failed to comply with the express terms of the Contract, or if the surety on any surety bond does not agree to the release of retainage. Written notice of the basis for withholding retainage under Texas Government Code Sections 2252.031 – 2252.032 must be provided to Contractor. If there is no bona fide dispute and neither party is in default, Contractor may cure any noncompliant labor, services, or materials, or offer Owner reasonable compensation for such noncompliant labor, services, or materials that cannot promptly be cured. Owner is not required to accept such offer.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on the basis of invoices for specific account of materials and/or equipment delivered and suitably stored at the site for subsequent incorporation in the Work, and, if approved in advance by the Owner, payment may similarly be made for specific materials and/or equipment (1) suitably stored the site or (2) suitably stored at some off-site at a location, provided the following conditions are met for agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off-site storage:

- .1 The location must be agreed to, in writing, by Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.
- .5 Payment shall not include any charges for overhead or profit on stored materials.
- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the

Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payment, deposits, or other advance payment for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

CONTRACTOR AGREES TO INDEMNIFY OWNER FROM ANY LOSS RESULTING FROM A BREACH OF THIS SECTION. Any off-site storage shall be in a bonded warehouse, suitably marked for the individual project, in addition to the requirements above

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers, or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractor of the Contractor shall have any enforceable rights against the Owner of this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

9.3.4 Contractor shall submit Applications for Payment, in quadruplicate, using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet or electronically, if acceptable to Owner. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate, and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Applications for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas, covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Applications for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46; 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, carefully evaluate and review the Applications for Payment and, when appropriate, return the Applications for Payment to the Contractor as provided in Section 9.3.4. If the Applications for Payment are complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Applications for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect and Program Manager determines is properly due, and notify the Contractor and Owner in writing of the Architect's or Program Manager reasons for withholding certification and disputing in part certification as provided in Section 9.5.1; or (3) withhold certification of the entire Applications for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a), and as provided in Section 9.5.1. Architect's written reason for withholding certification shall be submitted in accordance with, and construed as the notice required by Texas Government Code Section 2251.042 et. seq. Owner may not withhold from payments more than 110% of the disputed amount.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect or Program Manager to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect or Program Manager to the Owner that the Architect or Program Manager has carefully evaluated and certified that the amounts requested in the Applications for Payment are valid and correct and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect or Program Manager in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect and Program Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
~~or~~
.7 repeated failure to carry out the Work in accordance with the Contract Documents; or
.8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

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

§ 9.5.3 Architect's written reason for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq. ~~When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.~~

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, if then the Architect or Program Manager may withhold any further eCertification for pPayment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the from Contractor to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. failed to make payment for Work properly performed or material or equipment suitably delivered. If tThe Owner shall not be deemed in default by reason of withholding makes payments as provided in Sections 9.3.4, 9.4.3, 9.5.1, or this Section by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate of Payment pursuant to Texas Government Code Section 2251.042 et seq, listing the specific reason for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven-ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payments promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor, in part or in whole, to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Program Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. Any action taken by Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

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

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

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.~~

§ 9.6.8 ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, the~~ THE CONTRACTOR SHALL DEFEND AND INDEMNIFY THE OWNER FROM ALL LOSS, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY LIEN CLAIM OR OTHER CLAIM FOR PAYMENT BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER. UPON RECEIPT OF NOTICE OF A LIEN CLAIM OR OTHER CLAIM FOR PAYMENT, THE OWNER SHALL NOTIFY THE CONTRACTOR. IF APPROVED BY THE APPLICABLE COURT, WHEN REQUIRED, THE CONTRACTOR MAY SUBSTITUTE A SURETY BOND FOR THE PROPERTY AGAINST WHICH THE LIEN OR OTHER CLAIM FOR PAYMENT HAS BEEN ASSERTED.

9.6.9 Contractor shall not withhold as retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 Failure of Payment

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect and Program Manager, which is undisputed, due and owing within seven days after the date the payment is due under the Contract Documents established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (10) additional days' written notice to the Owner, Program Manager and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

9.7.2 If the Architect does not issue a Certificate for Payment within seven (7) days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. [Intentionally deleted]

9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contractor, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required by the Work have been made, approved, and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's, or Owners' tenant normal school operations, or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work with respect thereto will be completed within the time specified by the Contract Documents for Final Completion. As provided in the Contract Documents, Owner may occupy a portion of the facility prior to Substantial Completion-

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and Program Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor, Program Manager and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five (5) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

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

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

9.8.6 The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the Owner in writing, regardless of the stated date of Substantial Completion, subject to 11.2.2. Acceptance shall not be unreasonably withheld.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when ~~such portion is designated by separate agreement with~~ agreed to by the Owner and the Contractor in writing, ~~provided such occupancy or use is consented to by the insurer and~~ authorized by public authorities having jurisdiction over the ~~Project~~ Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and property and liability insurance, ~~and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2.~~ Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

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

§ 9.9.3 Unless ~~otherwise expressly~~ agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project. Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect and the Program Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect and the Program Manager will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, certifying to the Owner that, and~~ on the basis of the Architect's and the Program Manager's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and the Program Manager final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments. Architect is not required to perform more than two inspections to determine whether a designated portion of the Work has attained Final Completion in accordance with the Contract Documents. One inspection may require multiple visits and more than one day to complete The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections cause by act or commission of Contractor.

9.10.1.1 Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work as further defined in the Form of Contractor's Final Completion Notice attached hereto and incorporated herein as Exhibit "D"

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and

other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) ~~a certificate evidencing satisfactory to Owner~~ that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ~~if required by the Owner, except for amounts previously withheld by the Owner~~, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

- .1 Written certifications required by Sections 10.5, 10.6, and 10.7;
- .2 Final list of subcontractors (AIA Document G705);
- .3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf;
- .4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .5 Maintenance and Instruction Manuals;
- .6 Owner's Final Completion Certificate; and
- .7 "As-constructed record drawings." At the completion of the Project, the Contractor shall submit one (1) complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepi, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The Index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

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

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner, ~~except those arising from~~

- ~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 failure of the Work to comply with the requirements of the Contract Documents;~~
- ~~.3 terms of special warranties required by the Contract Documents; or~~
- ~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the “Manual of Accident Prevention in Construction,” published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration (“OSHA”) 29 U.S.C. Section 651 et seq., and all amendments thereto. However, the Contractor’s duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

10.1.2 Contractor’s employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner’s premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner’s premises. Contractor’s employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner’s students or staff, regardless of the location of the distribution or sale.

10.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner’s premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

10.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor’s representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner’s parking lots if weapons are locked in personal vehicles in Owner’s parking lot.

§ 10.2 Safety of Persons and Property

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

1. employees on the Work, school personnel, students, and other persons on Owner’s premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in advance by authorities having jurisdiction, in writing, by Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Program Manager and the Architect reasonable advance notice of the presence or use of such materials, equipment or methods.

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work.

Unless otherwise specified in the Contract Documents, Contractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 et. Seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g., a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

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

10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

10.2.9 The Contractor shall promptly report, in writing, to the Owner, Program Manager and Architect all accidents arising out of or in connection with the Work which causes death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative, Program Manager and the Architect.

10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.2.118 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify, in writing, the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

10.3.1.1 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner in violation of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to Owner, Program Manager and Architect in writing

§ 10.3.2 The Work in the affected area shall not thereafter be resumed except by written authorization of Owner if in fact a Hazardous Substance has been encountered and has not been rendered harmless. Contractor shall be responsible for the consequences of any failure to stop work under this Subparagraph 10.3. Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start up. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF THE CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS CONTRACTOR, SUBCONTRACTORS, ARCHITECT, ARCHITECT'S CONSULTANTS, TRUSTEES, OFFICERS, AND PROGRAM MANAGER, AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO RESULTING FROM SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO PERFORMANCE OF THE WORK IN THE AFFECTED AREA IF IN FACT THE MATERIAL OR SUBSTANCE PRESENTS THE RISK OF BODILY INJURY OR DEATH AS DESCRIBED IN SECTION 10.3.1 AND HAS NOT BEEN RENDERED HARMLESS, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS

~~ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), EXCEPT TO THE EXTENT THAT SUCH DAMAGE, LOSS, OR EXPENSE IS DUE TO THE FAULT OR NEGLIGENCE OF THE PARTY SEEKING INDEMNITY COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.~~

~~For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by law, or regulation pertaining to environmental regulation, contamination, clean up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substance Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"). The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.~~

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

§ 10.3.5 ~~For purposes of this AgreementContract, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substance Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"). The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.~~ ~~The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

§ 10.3.6 ~~In those instances in which the presence of a Hazardous Substance was set forth in the AHERA documents or In which the Contractor has other written notice of such through information given to Contractor by Owner or its representative prior to execution of the AgreementContract, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of Work stoppage due to the existence of such Hazardous Substances which were not set forth in the AHERA plans and of which the Contractor has no other prior notice, Contractor may be entitled to a Claim for delay or Work stoppage if the requirements of Article 15 are not met. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

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

10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and or compliance with all federal, state, and local statutes, rules, regulations, and orders of any governmental authority applicable to the conduct of the Work.

10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the Contractors.

10.5.2 Final Payment shall not be made until this written certification has been received.

10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system, shall furnish a written certification that the potable water system is "lead-free."

10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the Contractor.

10.7 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

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

11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner, Program Manager and Architect not later than five (5) business days after execution of the Contract by Contractor. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

11.0.3 All insurance required herein shall be obtained from a company licensed to do business with the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated no less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance. All liability insurance required herein shall name Dallas ISD, its officers, employees, volunteers, elected officials, Program Managers, Architects and their officers, employees, representatives, risk management consultants, or agents, as additional insureds, except Contractor's Worker's Compensation insurance and Professional Liability insurance.

11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3. All insurance required herein shall be primary insurance as respects the additional insured required by 11.0.4. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the Owner, Program Manager, and Architect on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

11.0.6 Any failure of Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

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

11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others. Contractor will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Contractor will provide Owner with Contractor and insurance carrier contact names and phone numbers. Contractor will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA Section 111.

11.0.9. Maximum Allowable Charges for CMAR CCIP Programs

In the event that the Contractor elects to utilize a Contractor Controlled Insurance Program (CCIP) the maximum to be considered reimbursable costs under this Contract will be 2% of the final Cost of the Work (including general conditions costs) but not including Contractor Fee or CCIP charges and not including the costs of any subcontracts that included the cost of insurance covered by CCIP.

This 2% cost factor will cover all insurance required to be carried by the prime contractor and all applicable subcontractors covered by this Contract (specifically 1% for worker's compensation insurance, and 1% total for general liability insurance, excess liability insurance, and umbrella liability insurance combined).

Any contractor costs incurred in connection with the Contractor's elected CCIP program that exceeds the amount reimbursed by the Owner under the formula in this section, will be considered to be covered by the Contractor's Fee. Note: Contractor will not be reimbursed for any deductible stated in the CCIP policy. The deductible is considered covered by the CCIP percent and/or the Contractor Fee.

11.0.10 Maximum Allowable Charges for CMAR Liability Insurance Required by Contract

For jobs not covered by Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP), the amount to be reimbursed to the Contractor for all contractually required liability insurance (professional liability, general liability, umbrella liability, excess liability, and auto liability will be actual costs not to exceed a total of .65% of the net reimbursable Cost of Work (not including liability insurance and not including Contractor Fee.) If the Contractor's cost of contractually required liability insurance is greater than the amount agreed to be reimbursed per this Contract provision, the difference shall be considered to be covered by the Contractor's Fee. For

jobs covered by CCIP or OCIP, the costs of any other liability insurance will be considered to be covered by the Contractor's Fee.

11.0.11 Maximum Allowable Charges for Subcontract Default Insurance provided by CMAR in lieu of Subcontract Performance Bonds

In the event that Contractor elects to utilize a subcontractor default insurance program (sometimes referred to as SUBGUARD), the maximum amount to be considered reimbursable costs under this Contract will be .75% of the total amount of subcontracts enrolled in such an insurance program. Reimbursement for enrollment in any such program will be limited to subcontracts in excess of \$2500,000.

Any Contractor costs incurred in connection with the Contractor's elected subcontractor default insurance program that exceeds the amount reimbursed by the Owner under the formula in this section, will be considered to be covered by the Contractor's Fee. In the event that Contractor elects to bond selected subcontractors rather than enroll them in the subcontractor default insurance program, the net cost to purchase any such bonds will be reimbursed in lieu of the .75%. Note: Contractor will not be reimbursed for any deductible stated in the Subguard policy. The deductible is considered covered by the .75% and/or the Contractor Fee.

In the event that the Contractor elects to provide Subguard or a similar program of subcontractor default insurance, then the program and the coverage provided by the Contractor shall extend to any additional costs incurred by the Contractor to replace or supplement the forces of a subcontractor to provide the Work, and such circumstances shall include, but not be limited to, any partial or full termination of the contract of a subcontractor for convenience or otherwise, unless the Owner specifically directs the Contractor, in writing, to terminate the contract of a subcontractor for convenience.

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor ~~and the Contractor's Subcontractors~~ shall purchase and maintain, ~~in a company or companies with a "Best Rating" of "A minus" or better, and licensed to do business in the State of Texas, -such insurance as will protect, the Contractor, -them and the Owner, Program Manager and Architect~~the Owner, -from claims that may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, at a minimum of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 11.1, in the ~~Agreement~~Contract or elsewhere in the Contract Documents. ~~The Contractor shall purchase and maintain the required~~Such insurance shall include the following:~~from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

.1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limit specified for mandatory coverage for the duration of the Project (see Exhibit A).

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person, or property damages arising out of ownership, maintenance, or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18;

.9 Claims for Products, Premises and Operations; and

.10 Claims for damages to the Work itself, through builder's risk insurance, pursuant to AIA A101-2017, Exhibit A, or AIA A133-2019, Exhibit BA.

§ 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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

Coverage will include:

A waiver of subrogation in favor of Owner, Program Manager and Architect

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

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

An extended reporting period of 5 years after final completion

9. All Risk Builder's Risk Insurance, if applicable

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

11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five (5) business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contracts is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth (10th) day after the date of the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bond shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-"X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten (10%) percent of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten (10%) percent of the surety company's capital and surplus with one or more insurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten (10%) percent of the reinsurer's capitals and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

If the Contract amount is \$100,000 or more, the Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is \$25,000 or more, the Contractor shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors upon request. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be furnished.

11.1.2.2 Certificates of insurance acceptable to the Owner, Program Manager and Architect shall be filed with the Owner and Architect prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning a fifty percent or greater reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor to the Owner, Program Manager and Architect in writing within five (5) business days of Contractor's information and belief.

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

11.1.2.3 2 The Contractor shall deliver the required bonds to the Owner and Architect not later than five (5) business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative with Architect's recommendation.

11.1.2.3 4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

11.1.2.5 4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contactor may be withheld until the Contractor provides additional surety or security.

11.1.2. 5 TEXAS WORKERS' COMPENSATION INSURANCE

A copy of a Certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the Project.

Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the Project is required for the duration of the Project, including any Warranty Period.

Persons providing services on the Project ("subcontractor") in Texas Labor Code 406.096: includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnished persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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

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

The Contractor shall retain all required certificate of coverage for the duration of the project and for five (5) years thereafter.

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

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

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

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

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

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

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

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

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

5. Retain all required certificates of coverage on file for the duration of the project and for five years

thereafter;

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

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

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 T.A.C. Section 110.110(i).

11.1.2.6 BUILDER'S RISK INSURANCE

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

§ 11.1.2.7 ~~3~~ Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.2.8 ~~4~~ Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor ~~becomes aware~~ knows or should know of an impending or actual cancellation ~~or expiration~~ of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation ~~or expiration~~. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.2 Owner's and Architect's Insurance~~Owner's Insurance~~

§ 11.2.1 ~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such dates of Owner responsibility shall be documented in the Certificate of Substantial Completion, of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The~~ If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contractor's builder's risk shall be primary and non-contributory. ~~shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

§ 11.2.2 ~~Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. Partial occupancy or use shall not commence until the insurance company providing this insurance has consented, in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.~~

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

§ 11.3 Waivers of Subrogation

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

and Architect on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance. The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insurers regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

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

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

11.4.3 WAIVERS OF SUBROGATION

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 CORRECTION OF WORK

12.2.1 Before Or After Substantial Completion

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

12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a Notice of Defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied it in accordance with Section 2.5.

12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store

the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to the corrected Work. Any corrective work performed or to be performed under or pursuant to Paragraph 12.2 shall be warranted to the same extent as the Work is warranted hereunder for the greater of the remainder of the applicable warranty (corrective) period or ninety (90) days from the date such corrective work has been completed.

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

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

12.2.4.1 Where nonconforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming work shall be at the Contractor's expense, and performed by the Owner's testing laboratory if such services are reasonably required by the Architect. All corrected work shall be retested at the Contractor's expense. Reasonable Architectural or Program Manager Services required to analyze nonconforming Work shall be paid for by the Contractor.

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

12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or another party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor for performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

13.1.1 The Contract shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Dallas, county in place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. The Contract and any disputes related to the Work shall be governed by the laws of the State of Texas. The Contract is deemed performable entirely in Dallas, Dallas County, Texas. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract or the Work, shall be brought in the State District courts of Dallas County, Texas. In the event of litigation, the substantially prevailing party shall be entitled to its reasonable and necessary attorney's fees that are equitable and just.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract, as a whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. The Contractor shall not assign the Contract as a whole, or in part, without written consent of the Owner.

§ 13.2.2 The invalidity of any part or provision of the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contract Documents. The Owner may, without consent of the Contractor, assign the Contract in whole or in part. In such event, the assignee shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignments. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Written notice shall be deemed to have been duly served only if the writing is delivered in person to the office of the party set out on the first page of the Standard Form of Agreement Contract Between Owner and Contractor, or to such other address as has been previously clearly identified in writing by the addressee, or sent by registered or certified mail to that address. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, or Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing. The application of a time-is-of-the-essence clause as to any action or duty required of Contractor by the Contract Documents shall not be waived by course of performance or course of dealing by Contractor.

13.3.3 4 Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights.

13.3.4 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity employed by the Owner for this purpose acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials, engineering, testing, and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. Owner shall bear the normal costs of these services, but not any excess costs attributable to Contractor caused scheduling problems, other Contractor error or retesting. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may observe be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

§ 13.4.3 If such procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Undisputed Payments due and unpaid under the Contract Documents shall bear interest from the date payment is overdue at the rate provided by Texas Government Code Section 2251.025 the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meet more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meet once a month or less frequently. No interest shall be due on sums properly retained by Owner, except expect as provided by law, or on disputed sums unpaid by Owner.

13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment

without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

13.7 RECORDS

13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for a least **twelve (12)** years, after the date of Final Completion of the Project. Within **five (5)** days of Owner's request, Contractor shall make such Job Records available for inspection, copying, and auditing by the Owner, Architect, or other respective representatives, at Owner's central office.

13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps, and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for property financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.7.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing, that Owner has obtained a copy of all as-built drawings.

13.7.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

13.7.6 Commencement of Statutory Limitation Period, As between the Owner and Contractor: after Final Certificate for Payment.

13.7.7 At any time during the term of this ~~Agreement~~Contract and for a period of ~~ten four (4)~~ten four (40) years thereafter, the Owner or a duly authorized audit representative of the Owner, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this ~~Agreement~~Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, the Contractor shall refund the Owner the full amount of such overpayments within thirty (30) day of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due the Contractor.

13.8 NONDISCRIMINATORY EMPLOYMENT

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

"The Dallas Independent School District, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)"

During the performance of this Contract, the Contractor further agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or age;

- .2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these non-discrimination provisions.

Submittal to Owner of reasonable evidence of discrimination will be grounds for termination of the Agreement/Contract.

This policy does not require the employment of unqualified persons.

13.9 CERTIFICATION OF NONSEGREGATED FACILITY

13.9.1 This Subparagraph is applicable to Contracts and Subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.

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

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

13.10 PREVAILING WAGE RATES

13.10.1 In compliance with laws of the State of Texas relating to labor [Texas Government Code Section 2258.001 et seq.](#) the building construction wage rates listed in the Contract Documents have been ascertained and determined by the Owner as the general prevailing rates in the locality of Dallas Independent School District for the classifications listed. The Contractor and each Subcontractor shall pay to all laborers, workers and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of worker or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter.

13.10.2 This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named.

13.10.3 In compliance with the above cited [law](#) the Contractor shall forfeit, as a penalty to the Owner, Sixty Dollars (\$60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the rates stipulated hereinafter for any work done under this Contract by him or any Subcontractor under him.

13.10.4 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

13.10.5 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

13.11 CERTIFICATION OF ASBESTOS-FREE PROJECT

13.11.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction shall be asbestos free. The General Contractor shall provide certification for himself, all subcontractors, vendors, suppliers, and other entities, stating that materials and/or equipment used in the construction of the project do not contain asbestos in any form or concentration. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two officers of the construction company.

13.11.2 Final Payment shall not be made until this letter of certification has been received.

13.12 CERTIFICATION OF LEAD-FREE POTABLE WATER SYSTEM

13.12.1 Contractor shall submit to the Architect a letter, addressed to the Owner, stating that any components of the potable water system installed by the Contractor are lead-free as defined by the Safe Drinking Water Act Amendment of 1986 and the Lead Contamination Control Act of 1988.

13.13 Responsibility For Contractor's Forces. The Contractor shall be responsible for the actions of Contractor's forces, and Subcontractor's forces to enforce the Owner's drug-free, alcohol-free, and tobacco-free zone. Contractor agrees to abide by Owner's policies prohibiting the use of tobacco, alcohol or illegal drugs in any form on any property owned, operated, or maintained by the Owner. Contractor agrees to require all subcontractors and sub-subcontractors to abide by these policies,. Violation of this provision shall constitute a material breach of this agreement.

13.14 FAMILY CODE CHILD SUPPORT CERTIFICATION

By signing this AgreementContract, the Contractor certifies as follows: "Under Section 321.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

13.15 NON-COMPENSATION REQUIREMENT

The Owner may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Owner to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Contractor is described as vendor in the statutory quote below:

"Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

13.16 8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

13.16.1 8 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

13.16.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and employment of security devices, security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

13.16.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001. et seq.

13.16.4 All information owned, possessed, or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this AgreementContract and at any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Project, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this Subparagraph from persons, agents, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief to prevent or otherwise restrain a breach of this AgreementContract.

.1 Contractor acknowledges and agrees that the Owner has an interest in maintaining and otherwise protecting the image and reputation of the Owner's official logo or emblem and any other trademarks, copyrighted or otherwise protected materials of the Owner (hereinafter referred to as the "Owner's Protected Materials"), and that in order to accomplish this purpose, the Owner must in all cases assure itself that the Owner's Protected Materials are at all times used in a manner consistent with the Owner's policies, administrative regulations, and this AgreementContract.

.2 Contractor agrees that the Owner must, therefore, have the right to examine and approve or disapprove such use in writing in advance of use, the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed by the Contractor to be used in connection with any advertising or promotion utilizing Owner's Protected Materials.

13.17 8 The Contractor shall have bear full responsibility for utilizing means and methods that may result in an overstress of any structure or any part or member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

13.18 9 The Contractor shall protect and be responsible for any damage to or loss of its (his/her) work, tools, equipment, or material, from the date of the Contract until the acceptance of the Work and shall make good without cost to the Owner, any damage or loss that may occur during this period. All material affected by weather shall be covered and protected to keep it from damage while being transported to the site, as well as when it is stored on the site. The Contractor at its (his/her) own expense and option shall employ watchmen or erect fencing at such time as necessary to protect his work, tools, equipment or material by the Contractor and the fact that the Owner has a watchman, if any, shall not mean that the Owner has undertaken, nor does the Owner undertake, to protect work, tools, equipment and materials from theft or mysterious disappearance.

13.19 The Contractor should only take direction on any issues regarding the Project when provided by the Owner's Office of Construction Services or the Program Manager or Architect.

13.20 The Contractor and subcontractor shall ensure that on-site fraternization shall not occur between personnel under the Contractor's or subcontractor's direct or indirect supervision and students, school employees and the general public.

13.21 PARTNERING

Contractor will participate in a partnering process if requested by Owner.

13.22 AS-BUILT DRAWINGS

Prior to issuance of the Certificate of Final Completion by Architect and Program Manager, the Contractor shall submit to Architect a complete set of as-built drawings, with all changes made during construction, including

concealed mechanical, electrical and plumbing items clearly shown. The Contractor shall submit these drawings in a medium acceptable to the Architect. Based upon the as-built drawings received from Contractor, Architect shall, within thirty days after receipt of the as-built drawings from Contractor, complete Record Drawings.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, under direct or indirect contract with the Contractor, for any of the following reasons, which are the sole grounds for termination under this Subparagraph 14.1.1.:

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period, the Contractor may, upon seven (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination. If the Work is stopped for ninety (90) consecutive days for any reason described in Subparagraphs 14.1.1 or 14.1.2, the Contractor may, upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages to date of termination.

14.1.4 If the Work is stopped for a period of ninety (690) consecutive days through no act or fault of the Contractor, or a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly-persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty fourteen (2014) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner or any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1, 14.1.2 and 14.1.3.

14.2 Termination by the Owner for Cause

14.2.1 The Owner may terminate the Contract if the Contractor

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or sSuppliers in accordance with the respective agreements between the Contractor and the Subcontractors or sSuppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

- 4 otherwise is guilty of substantial breach of a provision of a material breach of provision of the Contract Documents;
- 5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
- 6 engages in serious or repeated worker misconduct in violation of Article 3.3.2;
- 7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- 8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

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

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

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of Contractor's removal.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Program Manager's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project), such excess shall be paid to then the Contractor and/or its Surety shall pay the difference to the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes assignments for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications, and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owners, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

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

~~§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time shall be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. An adjustment shall be made to the Contract Sum calculated under Article 7.~~ No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

Contract Sum or granted more contract time by the Owner because of action or inaction on the part of Owner, any Owner representative, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to the Work, that a time extension grant was inadequate, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.

§ 15.1.2 Notice Requirement Time Limits on Litigation Claims

~~The Owner and Contractor shall commence all Claims litigation and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case of the Owner, not more than 120 years after the date of Final Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~ Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner, Program Manager and the Architect. The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner have timely, specific Notice of a potential problem in order that the problem can be mitigated promptly.

15.1.2.1 In addition to the Notice required by Subparagraph 15.1.2, the Contractor shall also file a document captioned "Claim" with the Owner, Program Manager and Architect within ninety-one (91) days of occurrence of any event resulting in a Claim for damages, giving notice of the Claim. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

§ 15.1.3 Notice of Claims Continuing Contract Performance

After receipt of a Notice of Claim, the Architect shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, the Owner and the Program Manager via facsimile, regular mail or hand delivery. If the Architect fails to render a decision in writing with the fourteen (14) days, the Claim shall be deemed accepted. Within five (5) calendar days of receipt of the Architect's written decision, Contractor may file a written appeal of the decision to the Program Manager. The Program Manager shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, Architect and the Owner via facsimile, regular mail or hand delivery. If the Program Manager fails to render a decision in writing within the ten (10) days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Program Manager's written decision, Contractor may file a written appeal of the decision with the Deputy Superintendent of Business Services. Within fourteen (14) calendar days of the receipt of an appeal, an Appeals Board consisting of the Deputy Superintendent of Business Services, Chief Operations Officer, and a representative of the offices of Legal Services shall render a written decision. Any Claim determination requiring a Change Order must be approved by the Board of Trustees. The filing, or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any Claim, excepting termination or under Owner's direction to stop the Work. Any Claim that would require expenditure in excess of \$10,000.00, or that would require a Change Order, must be reviewed by the Program Manager and the Appeals Board using the appeals process described in this section.

15.1.3.1 Claims by ~~either the Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the ~~other party~~ Owner and to the ~~Initial Decision Maker with a copy sent to the~~ Architect, ~~if the Architect is not serving as the Initial Decision Maker~~. Claims by ~~Contractor either party~~ under this Section 15.1.3.1 ~~shall must be~~

initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the ~~eContractor~~claimant first knew or should have known~~recognizes~~ the condition giving rise to the Claim, whichever is later~~earlier~~. Claims must be initiated by written notice titled: "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

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

15.1.3.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 15.1.4 Continuing Contract Performance- Claims Handling Following Construction

The acceptance of final payment shall constitute a waiver of Claims by the Contractor, which have not previously been identified in a Notice of Claim under 15.1.2 and a Claim under 15.1.2.1 and specifically reserved in the final Application for Payment.

§ 15.1.4.1 Time Limits on Litigation. The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Contract and within the period specified by applicable law, but in the case of the Owner, not more than eight (8) years after the date of Final Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

15.1.4.2 Pre-Litigation Mediation

.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents. Except as to claims for injunctive relief, neither party may commence litigation relating to any Claim arising under this AgreementContract without first submitting the Claim to Mediation. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. AgreementContracts reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Contractor.

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

§ 15.1.5 Claims For Concealed Or Unknown Conditions. Only if conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or (c) in the case of renovation Work, any condition of the pre-existing construction to be renovated, that is materially different from any of the conditions that could reasonably have been expected to be present in preexisting construction of the age and type encountered on the Project, then Contractor shall be entitled to make a Claim if it can satisfy all of the requirements of Paragraph 15.1.

15.1.5.1 No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, review and preconstruction services which were given to Contractor

by Owner, Architect or Owner's representative or which Contractor had the opportunity to make or should have performed in connection with the Project.

15.1.6 Calculating Claim Amount

In calculating the amount of any Claim, the following standards will apply:

- .1 No indirect or consequential damages will be allowed;
- .2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on; Estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly;
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- .4 The maximum daily limit on any recovery for delay shall be the amount originally estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract;
- .5 No damages will be allowed for home office overhead or other home office charges, or any Eichlay formula calculation; and
- .6 No profit will be allowed on any Claim.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and prevented the execution of major items of work on normal working days had an adverse effect on the scheduled construction.

15.1.6.3.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

15.1.6.4.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

15.1.6.5.6 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waives all Claims against Owner each other for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner caused delays or acceleration. This mutual waiver includes

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

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

15.1.8 Injury Or Damage To Person Or Property

If either party to the Contract suffers injury or damage to persons or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.2 Initial Decision Resolution of Claims and Disputes

~~§ 15.2.1 Claims by the Contractor against the Owner, including excluding those alleging an error or omission by the Architect, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initially Decision Maker for initial decision. to (The Architect for written recommendation will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless decision has not been rendered within 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

~~§ 15.2.2 The Architect shall Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the Contractor claimant or a response with supporting data from the other party, or (2) make a written recommendation to the Owner, with a copy to the Contractor, reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

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

~~§ 15.2.4 Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents. Job records must be retained by Contractor and all subcontractors for a least twelve (12) years after the date of Final Completion of the Project. If the Architect Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Architect Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision~~

~~Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustments to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.~~

~~§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

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

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

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

~~§ 15.3 Mediation~~Alternative Dispute Resolution

~~§ 15.3.1 Claims arising out of or related to the Contract, except those waived shall, be subject to mediation. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation out of such Claims. Claims for injunctive relief shall not be subject to this Section.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing, with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.~~

~~§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties, if approved by the Board of Trustees, and if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.~~

~~§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.~~

~~§ 15.4 No Arbitration~~

~~§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.~~

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Texas. By entering into this Contract, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

15.6 In any adjudication under this Contract, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

ARTICLE 16 CONTRACTOR ACCOUNTS, RECORDS, AND INSPECTION

16.1 Contractor, and all subcontractors, shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the project. Contractor, and all subcontractors, shall make sure reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents. Job Records must be retained by Contractor and all subcontractors for at least twelve (12) years after the date of Final Completion of the Project.

16.2 Contractor's and all subcontractors' records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned; bond and insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to any matters related to the Contract (including interviews with Contractor's personnel and Subcontractor's personnel) shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with Contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for pricing or claims submitted by the Contractor or any of its payees. The Owner or its designee shall be afforded access to all of the Contractor and all subcontractors' records pursuant to the provisions of this Article throughout the term of this Contract and for a period of twelve (12) years after final payment or longer if required by law.

ARTICLE 17 BUSINESS ETHICS

17.1 During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner, its Program Managers, or its Architects, or to family members of any of them. At any time Contractor believes there may have

been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel, its Program Managers and its Architects

17.2 The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the Dallas Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with the respect to the performing of such a contract. In the event the Construction AgreementContract is cancelled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

Executed this _____ day of _____, ____.

OWNER: _____

Title: _____

CONTRACTOR: _____

By: _____

Title: _____

DALLAS INDEPENDENT SCHOOL DISTRICT

GENERAL CONTRACTOR NAME

OWNER (Signature)

Dwayne Thompson, Chief Business Officer
(Printed name and title) _____ Date

CONTRACTOR (Signature)

GC Signer's Printed Name, Title
(Printed name and title) _____ Date

Approved As To Form:

SCHOOL ATTORNEY (Signature) _____ Date

SECTION 00 55 00 – NOTICE TO PROCEED FORM

Name of Contractor	

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

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

NOTICE TO PROCEED

Date

GENERAL CONTRACTOR FULL NAME OF COMPANY

General Contractor Rep.

Address

City, State Zip

PROJECT: School Name, TEA Org, associated with CSP Package

OWNER: Dallas Independent School District

ATTENTION:

This notice shall be your authorization to proceed with the work in accordance with the terms and conditions as referenced in the Construction Contract and the Contract documents as enumerated therein.

Furthermore, the date of (fill in date here) is hereby established as day "0" (zero) of the stated Construction Schedule and establishes (fill in substantial completion date here), as the date of Substantial Completion unless modified in accordance with the General and Supplementary Conditions of the Contract.

FOR DALLAS INDEPENDENT SCHOOL DISTRICT

By _____

Title _____

Dallas ISD Construction Services
Linus D. Wright Dallas ISD Administration Building, Suite 800
Dallas, TX 75231
(972) 925-7200
www.dallasisd.org

01/11/2025

BOND NO. _____

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

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(hereinafter called the Principal), as Principal, and

(Legal Name of Surety)

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

\$ _____
(Numeric)

(_____)
(Words)

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

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

_____ of _____, 20____, generally described as:

(List Project Description From Agreement)

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

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

BOND NO. _____

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20_____.

CONTRACTOR AS PRINCIPAL:

Seal: (if any)

Name of Company (Please print or type)

Signature of Authorized Company Representative

Name & Title of Authorized Company Representative (Please print or type)

Witness

Attest

SURETY:

Name of Company (Please print or type)

Signature of Attorney-In-Fact

Name & Title (Please print or type)

BOND NO. _____

(Performance Bond Continued from Page 2)

NOTE:

- 1) This Performance Bond applies to all contracts in excess of \$100,000.00 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.
- 2) This bond must be payable to the awarding authority, Dallas Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- 3) This bond must be furnished before any work is commenced.
- 4) Surety must be a corporate surety duly authorized to do business in Texas.
- 5) This PERFORMANCE BOND must be in the full amount of the contract which it secures.
- 6) Power of Attorney from Corporate Surety must be attached to this Performance Bond.

BOND NO. _____

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

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(hereinafter called the Principal), as Principal, and

(Legal Name of Surety)

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

\$ _____
(Numeric)

(_____)
(Words)

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

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

_____ of _____, 20____, generally described as:

(List Project Description From Agreement)

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

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

BOND NO. _____

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL:

Seal: (if any)

Name of Company (Please print or type)

Signature of Authorized Company Representative

Name & Title of Authorized Company Representative (Please print or type)

Witness

Attest

SURETY:

Name of Company (Please print or type)

Signature of Attorney-In-Fact

Name & Title (Please print or type)

BOND NO. _____

3/3

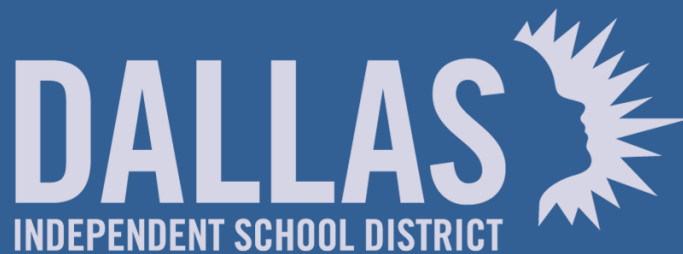
(Payment Bond Continued from Page 2)

NOTE:

- 1) This Payment Bond applies to all contracts in excess of \$25,000.00 involving a contract for construction, alteration or repair of any public building or the completion or prosecution of any public work.
- 2) This bond must be payable to the awarding authority, Dallas Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- 3) This bond must be furnished before any work is commenced.
- 4) Surety must be a corporate surety duly authorized to do business in Texas.
- 5) This PAYMENT BOND must be in the FULL amount of the contract which it secures.
- 6) Power of Attorney from Corporate Surety must be attached to this Payment Bond.

3/3

DALLAS INDEPENDENT SCHOOL DISTRICT CONSTRUCTION MINIMUM SAFETY PROGRAM GUIDELINES MANUAL



Construction Services Minimum Safety Program Guidelines

2023 Revision

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DALLAS ISD DISCLAIMER

The purpose of the Construction Minimum Safety Program Guidelines Manual, developed for the Dallas Independent School District, is to assist in the development and implementation of appropriate safety standards. This manual is prepared for use as a minimum guideline for safety during the construction, renovation, and expansion activities to be completed by independent contractors. The program is based on applicable government regulations; insurance related safety/risk management requirements, accepted safety practices within the construction industry and common sense.

The maintenance of safe premises, operations and equipment, protection of the faculty, students, and community, and the avoidance of unsafe conditions and practices (during all construction phases) are the responsibility of the General Contractors and Subcontractors performing the construction work. The Program Manager will provide safety oversight of the Contractor's Safety Program. While mandatory, compliance with the provisions of this Construction Minimum Safety Program Guidelines Manual will not guarantee or ensure compliance with the requirements of the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910). This manual is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This manual is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

The Dallas Independent School District, and its Agents, Consultants, etc., assume no liability for the manual's contents or for any safety related service(s) that may be provided during the course of the project.

This Manual is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to Contractors. This Manual is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

References to "Bond Program" must refer to the Dallas Independent School District 2020 and 2015 Bond Programs and other projects managed by the Dallas Independent School District's Construction Services Department as appropriate for the project for which work is to be performed.

Note: If a situation arises that is not covered by the Contractor's Safety Manual or the Construction Minimum Safety Guidelines Manual, please discuss it with your project manager and/or call the Owner's Representative. For additional information regarding the guidelines set forth within this manual, please contact:

Dallas ISD Bond Program Safety Manager, Alvaro Meza

Direct (972) 925-7219 | Mobile (214) 435-2204 | Email almeza@dallasisd.org

2. FOREWORD

This Manual has been compiled to present Loss Control activities and guidelines. Contractors are expected to meet or exceed these minimum guidelines.

The information and suggestions summarized in this Manual were compiled from sources believed to be reliable. It cannot be assumed that this material includes every loss potential, code violation or exception to good practice and, therefore, we cannot guarantee its completeness.

It is solely the Contractor's responsibility to conform to the provisions of this Manual and standards set forth under the William-Steiger Occupational Safety and Health Act of 1970 and, as amended, other Federal Regulations, Environmental Nuisances Considered Hazardous as they apply to state, and local regulations. The General Contractor must ensure that each of its Subcontractors comply with the requirements of this Manual.

We should also emphasize that, as with all other aspects of the work, the Contractor's selection of means and methods is his own, and that any and all suggestions contained in this Manual are only representative of the types of techniques and practices which the Contractor may choose to employ on this project.

3. POLICY STATEMENT

The principles of safety and loss control reflect a determination by Dallas Independent School District to prevent injuries to the general public and workers, as well as to prevent damage to property and equipment.

The District considers no phase of construction or administration of greater importance than accident prevention and asserts that accidents which result in personal injury and damage to property and equipment represent needless waste and loss. It must be the policy of the District for Contractors to conduct all operations safely and thereby prevent injuries to persons and damage to property.

Planning for safety must start with the design and continue through purchasing, fabrication, and construction in all phases of the Bond Program. All practical steps must be taken to maintain a safe place to work. The Contractor must accept the responsibility for safety and loss prevention and must be responsible for thorough safety and loss control training and instruction of its employees.

The objective of this policy is to establish throughout the entire Dallas Independent School District Bond Program Construction Projects the concept that the prevention of accidents and protection of property is most important and, therefore, must receive top priority, support, and participation.

4. PROGRAM OBJECTIVES

The Dallas Independent School District Construction Minimum Safety Program Guidelines Manual has been created to supplement the General Contractor's own program to eliminate or reduce hazards and risks associated with the construction projects, prevent accidents, reduce employee injury, prevent damage to property, promote maximum efficiency and effective savings by the reduction of unplanned business interruption.

4.1 Active Participation of All Contractors

Supervisory staff and employees must make the program not only effective, but also successful by coordinating the participants' efforts in performing the following tasks:

- a) Provide a safe environment for employees to perform high quality work.
- b) Use safety planning as a tool to reduce bodily injury and property damage.
- c) Provide inspections to locate and abate unsafe conditions and practices.
- d) Protect the public and property immediately adjacent to all construction sites.
- e) Educate and train employees through:
 - (1) New hire orientation
 - (2) Safety meetings
 - (3) Safety training, i.e., hazard communication, trenching safety, confined space, etc.
 - (4) Mandatory personal protective equipment programs
 - (5) Injury reporting and record keeping up to date
 - (6) Incident tracking and trends analysis
 - (7) Using accident investigation information to abate deficiencies and eliminate any additional losses
- f) Contractors of any tier must comply with all Federal, State, and local laws, ordinances, regulations, and the National Fire Protection Association (NFPA) Standards including the Life Safety Code.

NOTE: The Construction Minimum Safety Program Guidelines Manual is to work in conjunction with the Contractor's individual Safety Program. All Contractors are required to implement their own written Safety Program and/or the Construction Minimum Safety Program Guidelines Manual prior to construction activities.

5. LOSS CONTROL RESPONSABILITIES

The effectiveness of this program depends upon the active participation and cooperation of all Engineers, Project Managers, Inspectors, Supervisors, General Contractors, their employees, and Subcontractors. The primary goals of this program are to increase safety awareness, raise safety standards in the work environment, and increase management involvement in the safety process.

5.1 Local Laws and Requirements

Each contractor and each Subcontractor of any tier must comply with the most stringent OSHA, City, County, or Federal regulations governing where the project site resides.

NO FELONY CONVICTION REPRESENTATION

All contractors of any tier must comply with the following:

Sec 44.034, Subsection (a) of the Texas Education Code subparagraph (a) requires that a person or business entity that enters a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. This section does not apply to a publicly held corporation.

All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The district may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. This paragraph is required by state law, and exceptions permitted in this advance notice do not limit the following requirements.

All vendors will obtain criminal background history record of information that relates to an employee, applicant for employment, or agent of the contractor or consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services: and the duties are or will be performed on school property or at another location where students are regularly present. The General Contractor or consultant must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. General Contractors or consultants must assume all expenses associated with the background checks and must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present.

The District must be the final decider of what constitutes a “location where students are regularly present.” General Contractors’ or consultants’ violation of this section must constitute a substantial failure under any resulting agreement and be grounds for termination.

Unless waived in writing by the Superintendent of Schools or designee, all District vendors must be identified by a photographic identification badge, issued by a District-approved third-party company at the vendor’s expense. The third-party company, as detailed in the Purchasing and Financial Activities Manual, must verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process.

Employee or agent includes as example, but not by way limitation, persons providing services on the project including all persons or entities performing all or part of the services the General Contractor has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District must have sole discretion to determine what constitutes a “location where students are regularly present.” General Contractor’s violation of this section must constitute a default under the General Terms and Conditions of the contract.

5.2 Dallas ISD Safety Orientation and Badging

Prior to working on any Dallas ISD property/project, all General Contractors and Subcontractor employees of any tier must obtain a Dallas ISD Bond Program Photographic Identification badge issued by a District approved third-party company at the General Contractor’s or Subcontractor’s expense. Any replacement for a lost badge should be obtained by the issuing third-party company.

A Dallas ISD Bond Program Safety Orientation Sticker (to be placed on the I.D. badge) required prior to working on any Dallas ISD property/project. The Safety Orientation sticker is obtained after completion of the required Dallas ISD Bond Program’s Safety Orientation provided by the Bond Program’s Safety Department. Replacement of the safety orientation sticker must be requested through the Dallas ISD Bond Safety Director or designee. Please see [Attachment I](#) for the Dallas ISD Orientation location and schedule.

5.3 Campus Readiness

Campus Readiness is a checkpoint/documented safety inspection that must be completed prior to the start and/or return of campus staff and students to ensure the sustainability of proper separation of all areas and conditions affected by construction activities.

The effectiveness of this checkpoint depends heavily upon the active participation and cooperation of all General Contractors, their employees, engineers, project managers, inspectors, supervisors, and Subcontractors of any tier.

The General Contractor must submit a completed copy of the Campus Readiness Form as [EXHIBIT A](#) to the Owner's Representative one (1) working day prior to the return or arrival of campus staff and students, as made part of the Construction Minimum Safety Program Guidelines. Campus Readiness Forms must include photographs as confirmation of existing site-conditions. Guidelines for ensuring a consistent approach to this checkpoint are as follows:

- (1) Ensure all areas affected by construction are properly separated from staff, students, and the general public.
- (2) A completed copy of the Campus Readiness Form, along with photographs of each affected area must be provided to the Owner's Representative one (1) working day prior to the return of staff and students.
- (3) Communicate the significance of adequate separation of construction activities to all contractors of any tier.
- (4) A follow-up inspection must be conducted to ensure proper separation of construction activities remain constant.

5.4 Protecting the General Public

Every precaution must be taken to prevent injury to pedestrians or damage to the property of others. The public must be considered as any person not employed by the General Contractor or Subcontractor of any tier.

Among the precautions to be taken are the following:

- a) Work must be performed in a public area only when specified by the Contract or the District in writing
- b) Every step necessary must be taken to protect and maintain work areas that interface with public sidewalks, building entrances (lobbies, corridors, aisles, etc.), stairways, and roadways.
- c) This protection must include but not be limited to installing and maintaining the appropriate barricades, fences, guardrails, overhead protection, partitions, signs, shields, which must be adequately visible. Protection against any additional harmful exposure must also be provided.
- d) All travel ways, access, emergency exits, and egress points must always be maintained clear of obstructions.
- e) Warning signs are to be conspicuously positioned and a flag person must be assigned when moving equipment that may encounter pedestrians or private vehicles.

- f) Overhead protection must be in accordance with the laws of the jurisdiction where the project resides.
- g) Each project work area must be protected by a fence constructed of wood or metal and stand at least six (6) feet high to prevent incidental public entry.
- h) Fences from construction areas should separate all playgrounds.
- i) All fencing must be inspected daily, and repairs made where necessary to prevent unauthorized access.
- j) Guardrails must be made of rigid materials and comply with OSHA regulations.
- k) Barricades for the general public and/or public roadways must always be secured against accidental displacement and in place, except when temporary removal is required. At such times, a trained flag person must be assigned to control the unprotected area.
- l) Should a permanent sidewalk require obstruction or removal, a temporary alternative pedestrian walkway must be provided. Guardrails must be installed on both sides of any temporary walkway that has a fall exposure.
- m) When emergency exits must be re-routed, the General Contractor must provide the necessary signs, maps etc. that will show where the nearest emergency exits are located.

5.5 Work Performed Near Existing District Right-of-Way

For any construction equipment (such as cranes, concrete pump trucks, and back hoes) that could encroach on the District's operating right-of-way, the General Contractor must submit and obtain approval from the District for a plan describing the use of such equipment, and the necessary precautions to be taken to preclude any accidental encroachment on the right-of-way.

5.6 General Contractors

The Contractor is responsible for accident prevention and job-site safety. The extent to which these program objectives are met depends upon active management promotion and support of the Construction Minimum Safety Program Guidelines and the complete cooperation of Subcontractors, job site supervisors, and construction personnel in carrying out the following basic procedures:

- a) All work must be pre-planned to minimize personal injury, property damage, and loss of production time.
- b) General Contractors must maintain a system of prompt detection and correction of unsafe practices and conditions.
- c) All Contractor and Subcontractor employees of any tier must successfully complete a site-specific orientation and indoctrination program as described in [Section 5.9](#) of this manual.

d) Site records must be maintained to assure compliance with all OSHA, Federal, and State Regulations and the Construction Minimum Safety Program Guidelines. Site records must include, but not be limited to, the following:

(1) Weekly Toolbox Talk Meeting Agenda/Sign-in Sheets	(8) Campus Readiness
(2) Incident Investigations	(9) OSHA 300 Logs
(3) Corrective Action Plan	(10) Safety Inspection Reports
(4) Worker Training Documentation	(11) Substance abuse program
(5) Hazard Communication Program	(12) Site-Specific Orientation
(6) Fire Prevention Plan	(13) Daily Job hazard analysis (JHA)
(7) Silica Control Plan	(14) Daily Sign-in Sheets

- e) General Contractor and Subcontractor safety representatives of any tier must attend at minimum one (1) documented monthly safety committee meeting.
- f) Each General Contractor must send a company representative to attend monthly safety committee meetings, or more frequently, as may be required for unusual circumstances and situations.
- g) General Contractors must ensure all Subcontractors of any tier comply with the established policies and procedures to ensure adequate compliance with all applicable Federal and/or State Laws and Standards.
- h) The General Contractor must maintain a paper copy of the "Construction Minimum Safety Program Guidelines Manual" at each project site.
- i) In the event of a conflict and/or ambiguity between various statutes or safety provisions, the stricter provision must apply.
- j) The General Contractor must provide additional training when necessary for all its employees and must assure that each Subcontractor provides additional training when necessary for all of its employees. All training must be documented.
- k) General Contractors must maintain a Daily Sign-in Sheet for the tracking of its construction workers in and out of the project each day.

NOTE: No requested advice from the representatives of Marsh Inc., Architect, Engineer, or the District must in any way relieve, alter, change, or amend any of the General Contractor's expressed, implied, or inherent legal and/or contractual obligations. Furthermore, the authority vested in the District and its designated representatives, including Marsh Inc. to act on matters regarding safety, must not in any way reduce the General Contractor's responsibility for safety and accident prevention. The District and its representatives, including Marsh Inc. are obligated only to notify the General Contractor of observed instances in which the General Contractor failed to fulfill their own obligations.

5.7 Site-Specific Safety Plan

Within fourteen calendar (14) days after the Notice of Award, but not later than the Preconstruction Conference, the General Contractor must submit a copy of the Site-Specific Safety Plan together with a letter of Management's Statement of Policy, signed by an officer of the company in relation to its contract, to the Owner's Representative and include all applicable criteria as listed in [Attachment II](#) (Site-Specific Safety Plan Guidelines) of this manual.

5.8 Work Areas

The General Contractor must provide a safe work area for its employees, Subcontractors of any tier, campus occupants, and the general public. The General Contractor may seek the District's assistance to resolve complex construction safety problems.

5.9 Site-Specific Safety Orientation

Prior to the start of work, each General Contractor and Subcontractor employee of any tier must receive a Site-Specific Safety Orientation. This orientation must be conducted by the General Contractor's Safety Representative and include project-specific safety requirements, protection of school children, public safety, proper use of personal protective equipment, and safe work practices.

- a) Site-specific orientations must be no less than thirty **(30) minutes**.
- b) To verify that the employee has received and understands this indoctrination, the employee must sign a "sign-in sheet", which the General Contractor must keep on file.
- c) It is the responsibility of the General Contractor to ensure that non-English speaking employees receive these same instructions in a language they understand.

5.10 Jobsite Trailer Postings

On a weekly basis, the General Contractor must plan and execute its work with the utmost care and in coordination with the campus principal to not endanger the students' safety and to provide its Subcontractors with the most up to date project information available. To this end, the below items must be updated weekly and posted for Subcontractor's ready reference:

- (1) The number of weeks remaining until Substantial Completion must be posted on the door.
- (2) The Project Team's Contact List (phone numbers and email) must be posted on the door.
- (3) A complete copy of the Operations Parameters must be posted on the wall.
- (4) A colored copy of the General Contractor's GPR Report must be Posted on the wall and redlined anytime changes to utility locations are made.
- (5) A Site Map showing the location of each utility shutdown valve must be posted on the wall.
- (6) A copy of the project 's Baseline Schedule must be posted on the wall.
- (7) A copy of the Three (3) Week Lookahead Schedule must be posted on the wall.
- (8) A copy of the project's Phasing Plan must be posted on the wall.
- (9) A hard copy of the last OAC Hand Outs must be posted on the wall.

- (10) The Construction Drawings must be posted at the jobsite trailer and red lined weekly.
- (11) A copy of the DISD Crisis Communication Guidelines Poster ([Attachment III](#)) must be posted on the wall.

5.11 General Contractor Project Manager

Responsibilities of the Project Manager must include, but are not limited to:

- a) Plan and execute all work to comply with the stated objectives of the Construction Minimum Safety Program Guidelines Manual.
- b) Comply with all the provisions of the contract dealing with safety and accident prevention requirements.
- c) Require project and job superintendents, safety representatives, and project foremen to enforce the federal, state, and local safety codes and regulations.
- d) Cooperate with the Owner's Representative.
- e) Authorize necessary action to correct sub-standard safety conditions reported or observed.
- f) Review and take necessary action with respect to safety matters through directives or personal interviews with superintendents, project foreman, and/or Subcontractors' management.
- g) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.12 General Contractor Safety Representative

At the General Contractor's discretion, the Site-Superintendent or Project Foreman may serve in the capacity of Safety Representative if the individual selected to serve can perform the minimum criteria listed below for Safety Representative.

The designated Site Safety Representative must hold an OSHA 30hr (within five (5) years of completion) and a valid First Aid/CPR certification, and minimum of 3 years of experience managing on site safety responsibilities. The Site Safety Representative must not have any other duties than monitor all Subcontractor's compliancy with Federal, State, Local ordinances, in addition to the Minimum Construction Safety Guidelines and the Contractor's Safety Manual. Moreover, the Site-safety Representative must ensure all non-compliant conditions or unsafe behavior is immediately corrected.

NOTE: If the person designated is not able to successfully perform the minimum criteria listed for safety representative, an on-site full-time site safety may be required.

Responsibilities of the designated Safety Representative must include, but are not limited to:

- a) Ensure that the Construction Minimum Safety Program Guidelines are carried out.
- b) Monitor employee compliance with all jobsite rules and regulations and ensuring that the rules are improved as necessary.
- c) Make daily safety inspections of jobsites and take necessary immediate corrective action to eliminate unsafe acts and conditions.
- d) Ensure the OSHA 300 Form Accident Report is properly completed and distributed.
- e) Review and assist when necessary, accidents and incidents to ensure that injured employees follow proper reporting procedures, and that Accident Investigation Reports are completed accurately. Where appropriate, recommend immediate corrective action to the project manager or superintendent.
- f) Provide project foremen with appropriate material for use in conducting weekly "toolbox" safety meetings.
- g) Periodically attend project foreman's "toolbox" safety meetings and evaluate their effectiveness.
- h) Implement safety-training programs, for supervisors and employees as they apply to their specific responsibilities where the Safety Representative identifies a need.
- i) Encourage programs for recognition of individual employee's safety efforts and their contribution toward improved work methods.
- j) Responsible for the control and availability of the necessary safety equipment, including employee's personal protective equipment.
- k) Coordinate safety activities with those of the District's personnel, the Safety Representatives of Subcontractors, and the Owner's Representative.
- l) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.13 General Contractor Site-Superintendent

It is the responsibility of superintendents to provide constant and thorough supervision of ongoing activities including safety of its employees and the employees of all Subcontractors. The Contractor's Superintendent must hold an OSHA 30hr (within five (5) years of completion) and a valid First Aid/CPR certification.

Responsibilities of the Superintendent include, but are not limited to:

- a) At minimum, one General Contractor representative who has been designated as Competent Person must be present while contractors of any tier are on-site.
- b) Planning and executing all work as to comply with stated objectives of the Minimum Safety Program Guidelines Manual, and work with the Safety Representative to assure the effectiveness of the program.
- c) Plan all work far enough in advance so that proper safety procedures and equipment can be provided before work begins.

- d) Ensure that no unsafe conditions are created, i.e., poor housekeeping, removal of guardrails, etc.
- e) Take immediate action to eliminate, correct, or resolve any unsafe conditions or unsafe acts, which are observed or discovered.
- f) Ensure that periodic inspections of safety equipment and personal protective equipment is conducted and enforce the use of such equipment.
- g) Ensure that injured employees obtain prompt medical attention.
- h) Participate in the completion of supervisory accident investigation of all accidents and suggest ways to prevent similar accidents.
- i) Periodically attend foreman's weekly "toolbox" safety meetings and evaluate their effectiveness.
- j) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.14 Subcontractor Competent Person

Subcontractor Foremen/Competent Person(s) are an integral part of an effective safety program and the amount of effort they put into accident prevention on their daily assignments helps determine whether or not a good accident record is maintained. The Subcontractor's designated Competent Person must hold an OSHA 10hr (within five (5) years of completion) and a valid First Aid/CPR certification.

In accordance with 29 CFR 1926.32(f), a "Competent Person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has **authorization** to take prompt corrective measures to eliminate them."

Responsibilities of the Subcontractor Competent Person shall include, but are not limited to:

- a) At minimum, one Subcontractor representative who has been designated as Competent Person must be present while work is being performed (work includes self-performing and/or its contractors of any tier).
- b) Instruct employees, under their supervision, on safe work practices and work methods at the time of work assignments.
- c) Competent Person(s) must be trained and certified in First Aid/CPR and possess an OSHA 10-hour certification within 5 years of the issuing date.
- d) Report immediately to the Safety Representative and superintendent of any violations of project safety that cannot be immediately corrected.
- e) Supply and enforce the use of proper protective equipment and suitable tools for the project.
- f) Verify that no unsafe practices or conditions are allowed on any part of their job.
- g) Acquaint their workers with all applicable safety requirements and enforce them.
- h) Set a good example for their workers. Lead by example.

- i) Participate in the investigation of accidents and incidents to determine facts necessary to take corrective action.
- j) Supply information for completion of the Accident Report and Investigation Form (directed by the General Contractor's Safety Representative and/or project Superintendent).
- k) See that prompt first aid is administered to injured employees.
- l) Hold weekly "Toolbox Talk" safety meetings with their employees
- m) Weekly "toolbox" safety meetings must include:
 - (1) Discuss observed unsafe work practices or conditions and corrective action taken to prevent a similar incident or condition.
 - (2) Review the accident experience of their crew.
 - (3) Encourage safety suggestions from their employees and report them to the Safety Representative.
 - (4) All safety meetings are to be documented and kept in job trailer for review if requested.
- n) Share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at monthly Bond Safety Committee Meetings.

5.15 Safety Committee

Under the direction of the District, a safety committee will be appointed from the selected company safety representatives and management. This committee will meet on a monthly basis for review of any safety issues needing attention as well as for investigation of serious accidents that result in loss of life, injury to several workers or pedestrians, or a major property loss. All employees of any tier must cooperate when necessary with any safety committee investigation. The committee will submit a report to the District at the conclusion of the investigation.

5.16 Bond Safety Committee Meeting

Bond Safety Committee Meetings are held monthly at the Dallas ISD Bond Office and must consist of the General Contractor's Project Manager, Superintendent, Safety Representative, Insurance Carriers' Representative (when available), and a Safety Representative from each Program Manager and Contractor currently working on the Bond Program.

The purpose of the meetings must be to create awareness, improve communications, encourage feedback, and solve problems. The Contractor's Safety Representative must share project related experiences (i.e., insight, questions, incidents, etc.) with other participants and attendees present at such meetings.

5.17 Weekly Site-Safety “Toolbox Talk” Meetings

Toolbox talks are weekly project safety meetings used to reinforce safety basics, focus on high-risk scenarios, and to inform workers about changes to the jobsite and working conditions that may have occurred. General Contractors must discuss any near miss, accidents, or injuries that have occurred and how they could have been prevented.

- a) The General Contractor and all Subcontractors are required to hold a minimum of **one 15-minute site-safety Toolbox Talk meeting per week**.
- b) All workers on the project site, including site Project Management team members, must attend a weekly safety Toolbox Talks, which must be presented in English and all other languages that are natively spoken at the project.
- c) The General Contractor’s safety representative may deliver each talk to the entire project population or each Subcontractor’s safety representative may deliver individual meetings to their specific trade and/or group.
- d) The General Contractor’s safety representative must periodically participate and review individual meetings to ensure effectiveness.
- e) The General Contractor must collect and maintain copies of all sign-in sheets for every meeting.
- f) Meetings must address appropriate topics for the current and future work operations and current site conditions. In addition, the General Contractor must communicate information discussed during the Monthly Bond Safety Committee Meeting, inspection results, and other project safety-related topics.

5.18 First Aid and Medical Treatment

Emergency “911” telephone number must be used for all accidents requiring the response of Emergency Medical Services, Fire Department or Police.

“First Aid” can be defined as the immediate or temporary care given to a person who is ill or who has been injured. Any person trained in first aid should be able to recognize life (or other physical) threatening conditions and take some effective action to help keep the victim alive and in the best possible condition until professional medical help arrives. CFR-1926.50

For each shift of operation, all General Contractors must have on-site supervisors who are formally trained and current on basic first aid and CPR. These supervisors will be expected to provide emergency medical first aid on their jobs for all employees but in no case will be designated as the “First Responder” for the project

- a) First aid supplies must be readily accessible on each project site. The first aid cabinet/kit must always be adequately stocked.
- b) All injuries are to be reported to the immediate supervisor, no matter how minor. Treatment will be administered, and a report made of the injury. The employee’s supervisor is responsible for making arrangements to transport the employee to and from the closest medical clinic/hospital.

- c) Under no circumstances must the employee be allowed to drive him or herself to the medical clinic/hospital. All seriously injured personnel will be transported by ambulance to the nearest hospital.
- d) All employees must notify their supervisor prior to leaving the site because of illness or injury.
- e) If any employee obtains medical treatment without prior notification to the superintendent, the employee must notify the superintendent at the start of the next scheduled workday.
- f) Prior to returning to work after treatment by a physician for a work-related injury, the employee must present a return-to-work form from the treating physician.

5.19 Incident Investigations

When an accident or near miss with major potential for a loss occurs, the supervisor of the crew(s) involved must perform an accident investigation. After the root cause has been identified and recommendations for corrective action have been determined, a procedure may be implemented to prevent a similar incident from occurring again.

5.20 Substance Abuse

Dallas Independent School District (Dallas ISD) is committed to the establishment and maintenance of a safe and efficient work environment for all personnel, free from the effects of alcohol, illegal drugs, and other controlled substances.

5.20.1 Policy:

District prohibits on their property, the use, possession, concealment, transportation, promotion, or sale of any of the following:

- (1) Alcoholic beverages.
- (2) Marijuana and other illegal drugs
- (3) Look-a-likes and designer drugs
- (4) Drug paraphernalia
- (5) Controlled substances such as medications when usage is abused or when the substance is possessed without proper prescription labeling.

All person(s) directly or indirectly involved with the 2015 or 2020 Bond program, must not be under the influence of any of the above substances while on Dallas ISD property or to use, possess, conceal, transport, promote or sell any of the above substances will be grounds for disciplinary action, up to and including removal from the Bond program.

5.20.2 Other Controlled Items

Dallas ISD prohibits the use, possession, concealment, transportation, promotion, or sale of the following controlled items:

- (1) Firearms, weapons, and ammunition (except when authorized for security reasons)
- (2) Switchblades

- (3) Unauthorized explosives including fireworks
- (4) Stolen Property

5.20.3 General Contractor Requirements

General Contractors, including its Subcontractors of any tier, must employ a workforce free of the influence or possession of illegal drugs or alcohol while on District's property.

- a) As a condition of employment, employees must submit to substance abuse screening (five-panel drug screening) and breath alcohol testing for Pre-employment, Post-accident/Incident, Just-cause, Random selection, and Return to work.
- b) The Contractor must pay for all costs associated with a NIDA-approved laboratory to conduct substance abuse testing and breath alcohol testing.
- c) All General Contractors and Subcontractors are responsible for reporting to the Bond Program Safety Manager any incidents in violation of the substance abuse program and the disposition of the violation. The Owner or its designee must reserve the right, but not the obligation, to order the Contractor to send a worker home for the day, or to remove a worker from any Bond Program Project, for his/her failure to comply with anti-substance abuse policies, and the Contractor must promptly comply with all such orders.
- d) General Contractors and Subcontractors of any tier must declare one (1) or more employees to be its designated Competent Person.
- e) The designated Competent Person must be dedicated to the Project for on-site safety responsibilities and must be on the project site when any part of the applicable General Contractor's or Subcontractor's work is being performed.

5.20.4 Definitions:

Property must refer to all land owned by the District, to all property thereon; buildings, structures, facilities, platforms, fixtures, tunnels, installations, and to all project vehicles, stationary or mobile equipment, whether owned or leased. This definition may also include other work locations while in the scope and course of employment on the District's Construction Projects.

5.21 Site Visitors and Group Tours

Normally there are no tours during a construction project. However, it is particularly important that a high degree of protection be afforded to all persons on authorized tours of construction worksites.

In the event a tour is authorized, the following instructions must be complied with, as applicable, by the General Contractor and those responsible for arranging such tours:

- a) Tours must be scheduled prior to the start or after the end of the workday.
- b) In all cases, the Program Manager and the Owner's Representative must be advised of any tour in a timely manner prior to the tour taking place.
- c) Group tours must be cleared through the District, allowing maximum advance notice and in compliance with the District's policies and procedures. The District will coordinate the tour arrangements.

- d) The General Contractor will coordinate the following with the individual or organization requesting the tour:
 - (1) Clothing: Visitors will be required to wear pants or slacks, shirt or blouse, and leather or work shoes. Sneakers, high-heeled shoes, and open toed shoes are prohibited.
 - (2) Minors: Persons under 18 years of age are not permitted on project tours.
 - (3) Protective Equipment: Hard hats, eye protection, earplugs, and other protective devices will be required, as necessary.
 - (4) Release and Hold Harmless Agreement: Each visitor must be required to sign a release and hold harmless agreement prior to the commencement of the tour. A sample Visitor's Release and Hold Harmless Agreement is contained in this Manual as [Attachment IV](#).
 - (5) All visitors must comply with Contractor safety requirements.
 - (6) All visitors must be escorted by the job-site superintendent, Bond Program Safety Director, or their designated representatives.
- e) Designated escorts must familiarize their group(s) with the hazards to be encountered on the tour prior to entering the project site.
- f) District representatives, who visit or escort technical and official visitors in hazardous work areas, must notify the General Contractor in advance and must comply with all established construction safety procedures.

6. MINIMUM CONSTRUCTION SAFETY GUIDELINES

6.1 Safe Plan of Action (SPA) Guidelines

A Safe Plan of Action (SPA) is a site-specific comprehensive safety program which outlines what methods, procedures, and equipment will be used when engaged in any of the following nine (9) critical phases of work:

(1) Excavation	(4) Steel Erection	(7) Demolition
(2) Elevated Work	(5) Confined Space	(8) Utility Shutdown
(3) Crane Operations	(6) Pier Drilling	(9) Electrical Shutdown

It is critical that Contractors understand the importance of developing an effectively functioning Safe Plan of Action (SPA) that is pro-active and addresses the potential hazards and exposures to their employees, campus occupants, the public, and other trades within the affected areas.

- a) SPA Documentation must be submitted to the Owner's Representative within **5-7 days** of any planned critical phases of work.
- b) The General Contractor must assemble all criteria as listed on the SPA Cover Letter checklist for all critical phases of work.
- c) The SPA Cover Letter checklist and its supporting documentation must be combined into a single PDF so that it is an exact electronic version of the physical document that must kept on-site.
- d) The General Contractor Safety Manager must review, evaluate, and approve of the SPA for adherence to all applicable federal regulations and the DISD Construction Safety Program Guidelines prior to submitting a copy to the Owner's Representative and the commencement of work.
- e) The Owner's Representative may review and respond. Any issues or deficiencies will require the General Contractor to revise and resubmit the document. If no deficiencies are noted, The General Contractor must then schedule the Pre-Work SPA Meeting.
- f) The Pre-Work SPA Meeting will be a final review of the complete Cover Letter checklist criteria before proceeding with any planned work. SPA Pre-Work Meetings must be held in-person and on-site. At a minimum, the following persons must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.2 Repeating Scopes of Work

For repeating types of work that have already gone through the SPA review process, a separate submittal and review will not be required **ONLY** if **ALL** the following conditions have been met:

- (1) The General Contractor Safety Manager has reviewed and approved the safety plan
- (2) The work performed will be substantially similar to the scope of work as previously approved
- (3) The Competent Person(s) listed on the documents has not changed
- (4) The Sub Contractor crew list, training records, and certifications have not changed or expired

6.3 Job Hazard Analysis

Planning for the safety of personnel and equipment being used must begin with each phase of construction and continue through project completion. Contractors must plan the safety procedures to be followed for each phase of construction.

- a) JHA's must be implemented on any task which may cause bodily injury, damage to property, or equipment e.g., crane lifts, redirecting of foot and or vehicle traffic, use of scaffolding, use of mobile aerial work platforms, and or any other task which pose a high risk.
- b) A Job Hazard Analysis (JHA) is required prior of starting any work shift, equipment, or procedure that poses a significant potential for bodily injury and/or property damage.
- c) The Job Hazard Analysis must be written by the performing Contractor and submitted to the General Contractor for approval.
- d) Contractors must use [EXHIBIT B](#) (Job Hazard Analysis Worksheet) or its approved equivalent.
- e) The General Contractor's Safety Representative in conjunction with the job site Supervisor is directly responsible for the development and implementation of Job Hazard Analysis (JHA).
- f) Daily JHA Meetings must include the General Contractor and/or Subcontractors, their responsible job site supervisors (including the craft supervisor and craft Safety Representative), and any other responsible party who may contribute to the safety of the operation.
- g) Employees involved with the project must be instructed of the hazards involved and methods required in eliminating those hazards, including emergency actions to be taken in the event of an accident.
- h) Employees must be made aware of the procedures to be used and requirements of the JHA.
- i) The JHA serves as an operating procedure and living documents that must be available to all personnel performing the work.
- j) The General Contractor and Subcontractor's Safety Representative must retain a copy of all JHAs.

6.4 Personal Protective Equipment

Personal Protective Equipment (PPE) must be required for all persons on any construction site. The construction site is defined as any area within the project perimeter fence and interior renovation areas, excluding offices and office trailers.

PPE includes but is not limited to:

6.4.1 Hard Hats

All persons working, walking, or transiting the construction site must always wear an ANZI-Z-89 approved hardhat. Bump caps are prohibited. Any operation that requires an employee to wear face protection does not preclude the use of head protection. The face protection must be selected so that it can be used in conjunction with the required head protection.

6.4.2 Safety Vest

High visibility vests or high visibility upper body clothing (equivalent to ANSI Class 2 or greater as applicable) must be worn in the construction area. Primary work activities such as traffic control, excavations, rigging from ground level, exterior work at ground level or sub-ground level, earth moving operations, may require ANSI Class 3.

6.4.3 Eye Protection

Employees must wear ANZI Z-87 approved eye protection must be required when construction activities present a potential eye injury from flying debris, physical, chemical, or radiation agents.

6.4.4 Face protection

Face protection must be required when construction activities present a potential face injury from flying debris, physical, chemical, or radiation agents. Any operation that requires an employee to wear face protection does not preclude the use of eye protection. The eye protection must be selected so that it can be used in conjunction with the required face protection.

Any person working near or observing operations requiring additional or specialty eye protection must be equipped with the same type of eye protection that is required for that operation.

6.4.5 Hearing Protection

All contractors of any tier must implement a hearing conservation program when noise exposure is at or above 85 decibels averaged over 8 working hours, or an 8-hour time-weighted average.

6.4.6 Footwear

All employees and vendors in active work areas must wear substantial leather work shoes or work boots. Tennis shoes, sneakers, or other athletic footwear, flipflops, heels (1" +) or any open toe shoes are not acceptable footwear.

6.4.7 Clothing

All employees must be required to wear such additional protective clothing or equipment as required by the hazards involved with the tasks being performed.

- a) All clothing should be in good repair, and not loose fitting or dragging in such a manner to pose a hazard from becoming entangled in equipment or machinery.
- b) All button shirts will be buttoned or t-shirts with at least 4" sleeves must be worn at all times while on the jobsite. Tank tops, mesh shirts, sweatpants, shorts nor clothing displaying pornographic, or profanity will be allowed.
- c) Long hair will be neatly kept under a hardhat as to prevent serious injury caused by entanglement.

6.4.8 Jewelry

No dangling jewelry must be permitted on work sites. Necklaces will be kept inside shirts to prevent possible entanglement in moving equipment and rotating machinery.

6.5 Hazard Communication

The General Contractor's Hazard Communication (Haz-Com) Program must be submitted to the Owner's Representative and made part of the General Contractor's Construction Safety Program and maintained on-site.

- a) Contractors must provide all required training, control methods, personal protective equipment, and medical surveillance for its employees as required by OSHA 1926 Subpart Z. Training programs must ensure all employees can at a minimum:
 - (1) Understand the program and can identify with hazardous chemicals.
 - (2) Understand product-warning labels.
 - (3) Know where Safety Data Sheets (SDS) are kept and can interpret them.
- b) The General Contractor must maintain copies of Safety Data Sheets (SDS) for all chemicals to be used, stored, and/or maintained on any DISD Project prior to arrival or use.
- c) All hazardous materials must be properly labeled per GHS and stored in accordance with applicable laws.
- d) Contractors are responsible for proper disposal of hazardous waste in accordance with applicable laws and Environmental Requirements.
- e) The General Contractor is responsible for ensuring work zones and potentially affected occupied areas are properly monitored for exposure to toxic and hazardous substances that workers or building occupants may be exposed to. Some examples include but are not limited to the following:

(1) Asbestos	(4) Beryllium
(2) Lead	(5) Silica
(3) Hexavalent chromium	(6) Mold

NOTE: It is the General Contractor's responsibility to monitor for these substances and to communicate with and protect building occupants if exposure is possible.

6.6 Respiratory Protection

When respirators are deemed necessary, the Contractor must have a respiratory program that complies with OSHA regulations. A copy of the Contractor's Respiratory Program must be submitted to the Owner's Representative and made part of the General Contractor's Construction Safety Program and maintained on-site.

- a) Contractors of any tier must take all actions necessary to ensure air quality standards are met on the project and in its work areas. The employer shall evaluate emissions caused by their work processes (e.g., welding, running vehicles, etc.) and/or by the materials used.
- b) When deemed necessary, employees must be fitted for and instructed in the proper use of respirators that will afford them the maximum protection for the environmental hazard in which they are working. Because of the extensive use of waterproofing, fireproofing, paints and welding processes, these areas may require constant monitoring

6.7 Fire Prevention

All Dallas ISD Schools Are Smoke and Tobacco Free.

The Fire Prevention and Protection Program will be determined for each project by the size and conditions at each project. The project superintendent must be responsible for the proper implementation and administration of the program giving due consideration to the availability of public Fire Departments and the type of work to be performed on the job.

The General Contractor's Site Fire Prevention and Protection Program must be submitted to the Owner's Representative made part of the General Contractor's Construction Safety Program and maintained on-site.

- a) Ignition sources are not permitted in areas where flammable or explosives are stored or may be present and must be conspicuously posted: "NO SMOKING, MATCHES OR OPEN FLAMES."
- b) Examples of ignition sources include, but are not limited to:
 - (1) Smoking
 - (2) Electrical cords that are damaged
 - (3) Welding, torch cutting, and brazing
 - (4) Vehicle engines and electric motors
 - (5) Asphalt kettles
 - (6) Hotplates
- c) Fire Extinguishers of the appropriate type (A: B: C) must be provided, be placed conspicuously and sign posted.
- d) Fire extinguishers will be maintained and inspected as required by Federal, State, and local regulations.

- e) Fires and open flame devices must not be left unattended. Open burning for personal warming or trash disposal is prohibited.
- f) All temporary heating devices must comply with all requirements of CFR 1926.154
- g) All flammable liquids, e.g., gasoline, diesel, mixed gas, etc., must be labeled, stored, and dispensed from U.L. approved safety cans. The use or storage of plastic fuel containers is strictly prohibited.
- h) Compressed gas cylinders, when not in use, will be secured in an upright position. Fuel and nonfuel cylinders must be separated by a minimum of 20 feet.
- i) Flammables or Combustible liquids must not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
- j) Outdoor Flammable Storage areas must not be within 20 feet of any building. Minimum distance will also be maintained between storage areas, property lines, streets, alleys, or public ways.
- k) Outdoor Portable Tanks must not be stored within 20 feet of any building.
- l) Each tank must be labeled: “(Contents of Tank) – Flammable, No Smoking”
- m) At least one portable fire extinguisher will be located no less than 25 feet, and no further than 75 feet, from any flammable liquid storage area located outside.
- n) All areas of the project must be kept free of accumulations of wood scraps, paper, and other combustible debris.
- o) Trash dumpsters must be maintained a minimum of 50 feet away from buildings or other structures.
- p) In areas where welding, torching, or any open flame activity is being conducted, a trained fire watch will be posted, and he/she will have no other duties. The fire watch will remain in the hot work location for a minimum of 30 minutes after hot work activities are completed to ensure that no hot areas are present.

6.8 Housekeeping

Housekeeping is a basic requirement to construction safety and must be of primary concern to every superintendent, supervisor, and foreman on the project. The maintenance of a safe, clean work area contributes not only to worker safety, and the elimination of fire hazards, but also to efficient low-cost production.

- a) All General Contractor and Subcontractor employees of any tier must collect trash, construction debris, and dispose of daily.
- b) All trash and debris must be placed in proper containers, properly stacked, or removed from the jobsite daily.
- c) Walking aisles, roadways, and high foot-traffic areas must be kept clear at all times.
- d) All welding leads, electrical cords, and torch hoses must be strung a minimum of 7 feet high or positioned so as not to create a tripping hazard.
- e) Oily rags and any flammable debris must be placed in closed covered containers at the end of each shift, or otherwise properly disposed of.
- f) Tools and materials must not be left where they will create a hazard for others.

- g) Spilled liquids should be cleaned up immediately.
- h) Toilets, wash-up facilities, and drinking water dispensers are to be kept clean and sanitary.
- i) Protruding nails must be bent down or removed from boards, plywood, construction materials, etc.
- j) Surplus materials must be returned to storage areas.

6.9 Silica Control

Contractors must reduce unacceptable dust levels either through engineering controls or other means. In either case, the Contractor must provide maximum protection for those exposed to dust. Contractors of any tier are responsible for controlling dust that:

- (1) Might endanger the health of children, school staff, and employees.
- (2) Creates a nuisance to the general public

6.10 Sanitation

The General Contractor is responsible for obtaining and maintaining an adequate number of portable toilets on the project, as well as areas for hand washing.

- a) The total number and gender of all employees working on the jobsite must determine the number of portable toilets required.
- b) The General Contractor must also provide or require its Subcontractors to provide potable water.
- c) Toilets, wash-up facilities, and drinking water dispensers are to be kept clean and sanitary at all times.

6.11 Demolition and Site Clearance

The General Contractor must ensure the establishment of a written Demolition Procedure that adheres to OSHA, Federal, State, and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT C](#), and maintained on-site.

- a) Prior to commencement of work, a competent person must conduct an engineering survey. This written survey will be considered the basis for an operational work plan.
- b) All structures needing support must be braced.
- c) All utilities including gas, water, electricity, etc. must be shut down. All pipe work must be purged of any hazardous materials, e.g., flammable, explosive, toxic, etc.
- d) All debris chutes will be manufactured of appropriate materials and must be adequately guarded and/or protected.
- e) Removal of asbestos, lead, and PCBs must only be conducted by licensed contractors.
- f) Remediation activities must adhere to all OSHA, Federal, State, and local regulations.

6.12 Demolition Safe Plan of Action (SPA)

A Demolition Safe Plan of Action (SPA) is a site-specific comprehensive Demolition Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any demolition activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any demolition activity.

- a) General Contractor must coordinate and conduct an on-site Demolition SPA pre-work meeting one week prior to any planned demolition activity. The Cover Letter ([EXHIBIT C](#)) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- b) The Demolition SPA pre-work meeting agenda must include discussion about the scope and review of any conditions that may pose a hazard to workers and/or campus occupants as it relates to the planned demolition activity.
- c) To hold a Demolition SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.13 Confined Space Entry

General Contractors must ensure the establishment of a written Confined Space Entry Procedure (when applicable) that adheres to OSHA Regulations. A copy of this procedure (when applicable) must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT D](#), and maintained on-site.

- a) All personnel connected with any confined space operation must be adequately trained and confirmation of this training must be documented.
- b) Confined Space Entry Permits must be used where necessary.
- c) Air monitors, rescue tripods, full body harnesses, ventilation equipment, etc. must be available and used when deemed necessary by the General Contractor.

6.14 Confined Space Safe Plan of Action (SPA)

A Confined Space Safe Plan of Action (SPA) is a site-specific comprehensive Confined Space Entry Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any confined space entry. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any confined space entry.

- a) The General Contractor must coordinate and conduct an on-site Confined Space SPA pre-work meeting 5-7 days prior to any planned confined space entry. The Cover Letter ([EXHIBIT D](#)) must be submitted along with a Safe Plan of Action (SPA). The safety

plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.

- b) The Confined Space SPA pre-work meeting agenda must include discussion about the scope and review of any conditions that may pose a hazard to workers and/or campus occupants as it relates to the planned confined space work.
- c) To hold a Confined Space SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.15 Trenching and Excavations

The General Contractor must ensure the establishment of a written Trenching and Excavation Procedure that adheres to OSHA Regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT E](#), and maintained on-site.

- a) The General Contractor must ensure trenching and/or excavation activities are not performed during regular school hours or near occupied school areas.
- b) Prior to any excavation activity, the General Contractor Safety Representative or Superintendent must ensure the following:
 - (1) Contact Texas811 (1-800-344-8377) for confirmation number.
 - (2) Ground penetrating radar (GPR) **and** review of exiting plans must be performed as part of the underground utility locating methods. GPR reports must include an Underground Utility Location Survey/Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.
 - (3) Potholing/hand digging is required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking.
- c) The review of existing plans and any other reasonable efforts must be made to determine if any underground utilities (power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area.
- d) As the excavation work approaches the location of any known utilities, the lines must be uncovered, using extreme caution not to disturb the lines, and adequate measures must be taken to protect the lines from damage while the work progresses.
- e) All utilities known but not identified must be exposed by hand.
- f) All excavation must be inspected daily by a competent person, or after heavy rain, or other change that may have caused a change in ground stability conditions. Any excavation greater than 20 feet must be designed by an engineer and a copy forwarded to the Bond Program Safety Manager for review.

- g) Any personnel at the edge of a well, pit, shaft, and similar excavation six (6) feet or more in depth must be protected from falling by guardrail systems, barricades, or covers.
- h) Where a guardrail system or barricade is infeasible, the use of personal fall arrest systems are required.
- i) Any disturbed areas must be returned to existing and safe condition prior to departure.
- j) If the Contractor must make a cut, cavity, trench, or depression in the Earth's surface formed by earth removal, it must comply with the applicable OSHA Regulations.
- k) General Contractors must train, or require to be trained, those employees who will work in and around the excavation about the hazards, as required by OSHA, in the areas of daily inspections, soil testing, soil classifications, and protective or support systems.

6.16 Trenching and Excavation Safe Plan of Action (SPA)

A Trenching and Excavation Safe Plan of Action (SPA) is a site-specific comprehensive Trenching/Excavation Program which outlines what methods, procedures, and utility strike prevention efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any Trenching/Excavation work. Review and acceptance by the Contractor Safety Manager is required prior to submission and the start of work.

- a) General Contractor must coordinate and conduct an on-site Trenching and Excavation SPA pre-dig meeting one week prior to any planned excavation or trenching (hand digging included). The Cover Letter ([EXHIBIT E](#)) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- b) The Trenching and Excavation SPA pre-work meeting agenda must include discussion about the scope and review of the existing underground utilities as it relates to the planned trenching/excavation. At the pre-dig meeting, the General Contractor must present a contingency plan regarding any utility struck during execution of such work.
- c) To hold a Trenching and Excavation SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

NOTE: As defined by OSHA, an excavation as any man-made cut, cavity, trench, or depression in the Earth's surface formed by earth removal. A trench is defined as a narrow excavation (in relation to its length) made below the surface of the ground.

6.17 Pier Drilling

The General Contractor must ensure the establishment of a written Pier Drilling Procedure that adheres to OSHA Regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT E](#), and maintained on-site.

- a) The Contractor must at no time perform any pier drilling activities during regular school hours or near occupied school areas.
- b) Prior to any pier drilling activity, the General Contractor Safety Representative or Superintendent must ensure the following:
 - (1) Contact Texas811 (1-800-344-8377) for confirmation number.
 - (2) Ground penetrating radar (GPR) **and** review of existing plans must be performed as part of the underground utility locating methods. GPR reports must include an Underground Utility Location Survey/Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.
 - (3) Potholing/hand digging is required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking.
- c) The review of existing plans and any other reasonable efforts must be made to determine if any underground utilities (power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area.
- d) As the excavation work approaches the location of any known utilities, the lines must be uncovered, using extreme caution not to disturb the lines, and adequate measures must be taken to protect the lines from damage while the work progresses.
- e) All utilities known but not identified must be exposed by hand.
- f) Any personnel at the edge of a well, pit, shaft, and similar excavation six (6) feet or more in depth must be protected from falling by guardrail systems, barricades, or covers.
- g) Where a guardrail system or barricade is infeasible, use of personal fall arrest systems are required.
- h) Pier Drilling equipment must remain barricaded at all times and NOT be operated in occupied school areas.
- i) Any disturbed areas must be returned to existing and safe condition prior to departure.
- j) If the Contractor must make a cut, cavity, trench, or depression in the Earth's surface formed by earth removal, it must comply with the applicable OSHA Regulations.
- k) General Contractors must train, or require to be trained, those employees who will work in and around the pier drilling operation about the hazards, as required by OSHA, in the areas of daily inspections, soil testing, soil classifications, and protective or support systems.

6.18 Pier Drilling Safe Plan of Action (SPA)

A Pier Drilling Safe Plan of Action (SPA) is a site-specific comprehensive Pier Drilling Program which outlines what methods, procedures, and utility strike prevention efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any Pier Drilling work. Review and acceptance by the General Contractor Safety Manager is required prior to submission and the start of work.

- a) When working adjacent to any Pier six (6) feet in depth or greater, an appropriate means of fall protection must be provided.
- b) General Contractor must coordinate and conduct an on-site Pier Drilling SPA pre-work meeting one week prior to any planned pier drilling. The Cover Letter ([EXHIBIT F](#)) must be submitted along with a Safe Plan of Action (SPA). The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- c) The Pier Drilling SPA pre-work meeting agenda must include discussion about the scope and review of the existing underground utilities as it relates to the planned pier drilling operation. At the pre-work meeting, the General Contractor must present a contingency plan regarding any utility struck during the pier drilling of such work.
- d) To hold a Pier Drilling SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.19 Locating Utilities

Prior to any underground work being performed, all utilities within the area of work must be located. Safety representative must ensure that Texas811 (1-800-344-8377) has been notified, and Ground Penetrating Radar (GPR) **and** review of exiting plans is be performed as part of the underground utility locating methods and a confirmation number has been issued prior to any excavation.

- a) The General Contractor must coordinate with the Program Manager Network or the Architect to have all utilities within the area of work located.
- b) The contract specifications and drawings must be reviewed by the General Contractor for notations of utility companies that may not be a member of an underground service alert group. Those not members of an underground service alert group must be contacted directly.
- c) All calls to the utility companies must be logged and retained by the General Contractor.
- d) The General Contractor must visually check the area for signs indicating the possibility of recent underground relocation work by an outside entity.
- e) The General Contractor must take all necessary steps to protect the utilities from damage.
- f) Ground penetrating radar (GPR) must be performed as part of the underground utility locating methods prior to any excavation activity.

- g) GPR reports must include an Underground Utility Location Survey or Utility Map which shows the positioning and identification of underground utilities in relation to any planned excavation activity.
- h) “Potholing” and/or hand digging must be required within three (3) horizontal feet of “located” centerlines, and in areas where knowledge is lacking, prior to any planned excavation activity.

6.20 Utility and Electrical Shutdowns

Prior to any type of shutdown, re-energizing, re-pressurizing, or tie-in activities, the General Contractor is responsible for completing the Shutdown Notification Guidelines as outlined in [Attachment V](#), along with the applicable safety submittal requirements outlines in this section.

- a) The General Contractor or Subcontractor of any tier must at no time perform any type of power or other utility shutdown activities during regular school hours. Shutdowns are to be scheduled during weekends or extended breaks.
- b) **10-Day Notice of Shutdown** – General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of the shutdown. Notification includes Dallas ISD Central Maintenance Office, A/E, Program Manager, and the Principal at each affected school.
- c) Shutdown Authorization Form ([EXHIBIT I](#)) must be submitted to the Dallas ISD Bond Program Manager and Dallas ISD Project Manager for signatures of approval.
- d) The General Contractor must ensure confirmation of readiness from affected Dallas ISD Departments (Including but not limited to HVAC, Kitchen, Fire Suppression, etc.) prior to any power or other utility shutdown activities.
- e) When adding HVAC units, the General Contractor must notify the Project AE for approval of increased load
- f) Prior to relocating any utility, Dallas ISD Sustainability Department must be notified.

6.21 Utility and Electric Shutdown Safe Plan of Action (SPA)

A Utility or Electrical Shutdown Safe Plan of Action (SPA) is a site-specific comprehensive Shutdown Program which outlines what methods, procedures, and contingency efforts will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner’s Representative prior to any power or other utility shutdown activities. Review and acceptance by the General Contractor Safety Manager is required prior to submission, and utility shutdown activities.

- a) General Contractor must coordinate and conduct an on-site Shutdown pre-work meeting prior to any planned Utility or Electrical Shutdown. The applicable Cover Letter ([EXHIBIT G](#) or [EXHIBIT H](#)) must be submitted along with a Utility or Electrical Shutdown SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- b) The Utility or Electrical Shutdown SPA pre-work meeting agenda must include discussion about the scope and review of any existing or potential hazards and contingency efforts as it relates to the planned shutdown.

- c) To hold an Electrical or Utility Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.22 Electrical Work

All electrical work for and throughout the course of any construction project must be provided and performed in accordance with the National Electric Code (NEC), and OSHA, 29 CFR 1926 Subpart K, 29 CFR 1926 Subpart V, NFPA 70E and NFPA 70.

- a) All 120-volt single-phase 15 and 20 ampere receptacle outlets on construction sites, which are not a part of the permanent wiring of the building or structure and which are in use by employees, must have approved ground fault circuit interrupters (GFCI) for personal protection.
- b) Receptacles on a two-wire single-phase portable or vehicle-mounted generator rated not more than 5 kw, when the circuit conductors are insulated from the generator frame and all other grounded surfaces, need not be protected with ground fault circuit interrupters.
- c) Employees must be instructed to visually inspect each cord set, plug, and receptacle of cord sets, temporary lighting and all equipment connected by the cord and plug before each day's use for external defects and/or damage. When there is evidence of damage, the damaged item must be taken out of service, tagged until tested, and required repairs made or the item is replaced.
- d) No work must not be performed on any energized electrical circuit, busbars, equipment, or panels unless an approved written work plan in accordance with NFPA 70E and submittal for review prior to performance of work. If energized work is required during commissioning, troubleshooting, and/or maintenance work must be performed under an energized electrical permit and the requirements of NFPA 70E.
- e) Panel Covers must be kept in place whenever any panel is energized.
- f) All Electrical Systems must be inspected and maintained on a regular basis.

6.23 Lockout/Tagout (LOTO)

A Lockout/Tagout procedure must be in place in accordance with OSHA 29 CFR 1926.417 and 1910.147 whenever performing inspections, maintenance, repairs, and modifications to equipment, machinery or electrical systems where unexpected release of energy or stored energy could create an injury. A Site LOTO log must be maintained and posted within the GC trailer and/or jobsite officing area.

Electrical box panels, even during breaks, must not be left exposed. Exposed boxes must be physically covered with the panel cover, and areas must be protected with barricades if necessary.

6.24 Electrical Power Lines

All electrical power line must be considered energized until the person owning such line or operating official of the electrical utility supplying the line assures that it is not energized, and it has been visibly grounded.

- a) Operations adjacent to power lines are prohibited unless at least one of the following conditions is satisfied:
 - (1) Power has been shut off and positive means taken to prevent the lines from being energized (Lock out/Tag out).
 - (2) Equipment, or any part, should not have the capability of coming within the minimum clearance of energized overhead lines. As specified in OSHA Regulations, the equipment must be positioned and blocked to ensure no part, including cables, can come within the minimum clearances. A notice of the minimum required clearance must be posted at the operator's position.

6.25 Fall Prevention and Protection

General Contractors are responsible for implementing the requirements to achieve fall protection in accordance with all OSHA, Federal, State, and local regulations, this Manual, and must ensure each Subcontractor meets those requirements. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as, [EXHIBIT J](#) and maintained on-site.

- a) All personnel regardless of craft working at a height of six (6) feet or greater above a lower level, and not protected by standard guardrails or other means must use an appropriate means of fall protection. The fall protection system selected should provide the employees the best means of protection while allowing the employees as much mobility as possible.
- b) All employees working where there is a danger of falling must use approved fall protection equipment or devices. Fall protection is required.
- c) The employer must prepare a written training program to ensure that each employee who might be exposed to a fall hazard is knowledgeable of the Fall Protection Program requirements. Training documentation must be retained and kept on file at the jobsite.
- d) The Fall Protection Program must detail in writing when fall protection is required and exactly how this protection is to be provided. Sketches may be used to assist in the fall protection definition. This written program is required for any General Contractor or Subcontractor of any tier exposing workers to falls six (6) feet or greater above a lower level.
- e) Employees must also be trained on the proper wearing, use, and limitations of personal Fall Protection and Arresting Device Systems. Training documentation must be retained and kept on file at the jobsite.
- f) Fall arrest systems must be rigged such that an employee can neither free fall more than six (6) feet, nor contact any lower level.
- g) Connecting two snap hooks together, as the possibility of a "roll-out" exists, must not be used to lengthen lanyards.

- h) All harnesses and lanyards must be inspected frequently by the General Contractor and/or Subcontractor Competent Person. Regular inspections for wear, damage, or corrosion is a daily requirement. Damaged or defective equipment must be removed from service by the responsible Contractor or General Contractor and be destroyed to eliminate the possibility of using at a later date.
- i) The employer must assure that a Competent Person, qualified in the following areas, has trained each employee as necessary:
 - (1) Complete understanding of all Federal, State, and Local Fall Protection Regulations.
 - (2) The nature of fall hazards in the work area.
 - (3) The correct procedures for erecting, maintaining, disassembling, and inspecting fall protection systems to be used.
 - (4) The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used.
 - (5) The role of each employee in the safety monitoring system (when this system is used).

6.26 Elevated Work Safe Plan of Action (SPA)

An Elevated Work Safe Plan of Action (SPA) is a site-specific comprehensive Fall Protection Program which outlines what methods, procedures, and equipment will be used in its program. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any employee exposure at an elevation of six (6) feet or greater. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or employee exposure.

- a) General Contractors must coordinate and conduct an on-site Elevated Work SPA pre-work meeting one week prior to any planned elevated work six (6) feet or more from a lower level. The Cover Letter ([EXHIBIT J](#)) must be submitted along with an Elevated Work SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- b) The Elevated Work SPA pre-meeting agenda must include discussion about the scope and review of any existing and/or potential fall hazards as it relates to the planned elevated work.
- c) To hold an Elevated Work SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.27 Roofing

No roofing work, regardless of the extent, is to be done over an occupied area. No other work will be allowed over an occupied area if it requires access to the roof. This includes, but is not limited to coring, drilling, or installation of electrical and plumbing pipe, Roof blocking, curb construction or reconstruction, flashing etc.

The intent is to restrict the activity that may cause a hazard to the occupants below. Inspections and maintenance activities are allowed as long as it does not involve significant work that might fall into the realm of the aforementioned hazard.

NOTE: An Elevated Work SPA ([EXHIBIT J](#)) may be required for roof work six (6) feet or greater in height or above a lower level.

6.28 Melting Kettles

Before firing a kettle (following the manufacturer's instructions), employees must check hoses, gauges, fuel tanks, bumpers, and other equipment for defects and make sure the lid fits tightly. Burners should not be ignited near fuel or flammable materials. All kettles must be equipped with after-burner devices.

- a) Other workers who may be working on the roof should keep clear of the kettle workers and their equipment.
- b) Work areas where melting kettles are in use will be barricaded off at a minimum distance of twenty-five (25) feet from other work areas.
- c) No combustible materials, including insulation and bitumen, should be stored near the kettle.
- d) Kettles should not be placed directly on combustible roofs. When it is necessary to place a kettle on such roofs, noncombustible surfaces must be placed under the kettle.
- e) Heating devices or melting kettles should be placed on a level, firm foundation and protected against traffic, accidental tipping, or similar hazards.
- f) A minimum of three (3) 20 lb. (A: B:C) dry chemical fire extinguishers must be provided for each kettle and tanker operation, each open flame torching operation, and each work crew using mechanical equipment, power tools, hot bitumen, or flammable liquids.
- g) Travel distance from the kettle work area to the nearest fire extinguisher must be located within twenty-five (25) feet, on opposite sides of the kettle. These extinguishers shall be readily accessible at all times in case of an emergency.
- h) Hot kettles should never be left unattended, **even during lunch periods**. The kettle covers should be readily available and fit tightly. All kettle workers should know how to put out a kettle fire.
- i) Before refueling, burners and engines must be safely shut down and allowed to cool.
- j) A non-combustible surface must be available on which to put a burner when removed from the kettle.
- k) Enclosed areas in which hot substances are being heated or applied should be properly ventilated.

- l) Hoisting equipment should be used to raise bitumen to the roof. Hot bitumen should never be carried up ladders. The hoisting equipment must be strong enough to hoist the load and be properly secured.
- m) Employees must know the proper way to pick up a bucket and not jerk or kick a bucket that is stuck to a roof.
- n) At the conclusion of work, roofing mops should be “fanned out” onto a noncombustible surface to minimize the chance of spontaneous ignition.

6.29 Scaffolding

The erection, alteration or moving, of any scaffolding system or work platform must be performed under the direction of a designated "Competent Person."

- a) Guardrails, mid-rails, and toe-boards must be installed on all open sides of scaffolds. This guardrail system should be constructed from components furnished by the manufacturer.
- b) Unauthorized personnel must not alter scaffolds or work platforms.
- c) Guardrails are required for all scaffolding greater than six (6) feet in height. All employees working on scaffolds 6 ft. or higher must have adequate means of fall protection.
- d) Where uplift may occur, scaffold planks must be cleated or secured and must extend over the end supports by at least 6 inches but not by more than 12 inches.
- e) A competent person must visually inspect all scaffold members before each use. Damaged scaffold members must be removed from service immediately.
- f) Access ladders must be provided for each scaffold in accordance with OSHA 1926.450.
- g) Adequate mudsills and/or base plates or other rigid footing, capable of withstanding the maximum intended load, must be provided.
- h) Scaffolds must be tied off to the building or structure at intervals in accordance with OSHA 1926.450.
- i) Scaffolds must not be overloaded. Materials shall be brought up as needed. Excess materials and scrap must be removed from the scaffold when work is completed.
- j) Barrels, boxes, kegs, horses, ladders, loose tile blocks, loose piles of bricks, or other unstable objects must not be used as work platforms or mounted on top of other work platforms.
- k) Where persons are required to work or pass under a scaffold, a screen of 18 gauges, 1/2-inch wire mesh or equivalent protection is required between the toe boards and the guardrail.
- l) Overhead protection is required if employees working on scaffolds are exposed to overhead hazards.

NOTE: An Elevated Work SPA ([EXHIBIT J](#)) may be required for scaffolding systems six (6) feet or greater in height or above a lower level.

6.30 Floor and Wall Openings

As defined by OSHA, a hole constitutes as any gap or void two (2) inches or more in its least dimension, in a floor, roof, or other walking/working surface. Hole covers must be capable of supporting without failure, at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time.

6.30.1 General

- a) All floor holes and openings into which persons can accidentally walk or fall through must be guarded by a physical barrier or cover, secured, and labeled, "HOLE COVER – DO NOT REMOVE", or protected by a standard guardrail system.
- b) Wall openings, from which there is a drop of more than 6 feet, and where the bottom of the opening is less than 42 inches above the working surface, must be guarded with a top rail, mid-rail, and toe board.
- c) A standard guardrail system or perimeter cable must guard every open-sided floor or platform 6 feet or more above the adjacent floor or ground level.
- d) When it is necessary to work inside the barricade around a floor opening, or building edge, workers must wear and use a Personal Fall Arrest System, which must be tied off.

6.30.2 Guardrails

- a) Top rails and mid-rails protecting all work areas 4 feet or more in height must be smooth surfaced throughout their length and have a vertical height of 42 inches. Midrails must be halfway between the top rails and the floor, platform, runway, or ramp. Synthetic or natural fiber ropes must not be used as top-rails or mid-rails.
- b) Wire rope, when used as top-rails or mid-rails, must be free of sharp edges, burrs, or projections which may be a hazard. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point on the top rail must not exceed 3 inches in one direction, which includes the free hanging sag in the wire rope. Support posts must not be positioned more than eight (8) feet apart.
- c) Wood top railing must be at least 2 x 4-inch stock or equivalent. Wood railing posts must be of at least 2 x 4-inch lumber spaced not to exceed 8 feet. Mid-rails must be at least 1 x 6-inch stock or equivalent. Toe boards must be 1 x 4-inch lumber or equivalent and securely fastened.
- d) When materials are piled to such a height that a standard toe board does not provide protection, paneling, or screening from the floor to top-rail or mid-rails must be provided.
- e) All guardrails and handrails must be inspected daily and repaired immediately, as needed.

6.31 Stairways and Ladders

6.31.1 Ladders

- a) Manufactured ladders must be at minimum Type 1A rated (300lb.)
- b) Portable aluminum ladders shall be prohibited.
- c) All job-made wooden ladders and stairs, regardless of height, must be constructed according to OSHA and ANSI specifications.
- d) Extension ladders must not exceed forty-four (44) feet in length.
- e) Stepladders must not exceed twenty (20) feet in length.
- f) Single cleat ladders must not exceed thirty (30) feet in length.
- g) Double cleat ladder must not exceed a maximum length of twenty-four (24) feet.
- h) Workers must maintain three points of contact, with the ladder, while ascending or descending and always face the ladder; Hands must be free of tools and materials.
- i) Fixed Ladders: Fall protection must be provided for employees climbing or working from fixed ladders above twenty-four (24) feet. A fixed ladder is a ladder that cannot be readily moved or carried because it is an integral part of a building, structure, or scaffolding system.

6.31.2 Stairways

- a) Stairs having 4 or more risers must have its sides protected by a standard handrail system.
- b) All job-made wooden ladders and stairs, regardless of height, must be constructed according to OSHA and ANSI specifications.
- c) On temporary stairways, for every 12 feet of vertical riser, there must be a landing platform, and:
 - (1) Stairs must be at least 24 inches wide and equipped with treads and handrails.
 - (2) Temporary stairs must have a 30-inch-wide landing for every 12 feet of vertical rise.
 - (3) Stairs must be properly illuminated (5 footcandles).
 - (4) Stairways, ramps, or ladders must be provided at all points where a break in elevation of 19 inches or more occurs in a frequently traveled passageway, entry, or exit.
- d) Where permanent stairways are not installed, concurrently with the construction of each floor, a temporary stairway must be provided to the work level. Joints must be locked together by lock pins, bolts, or equivalent fastenings.
- e) Handrails must be of construction similar to a standard guardrail. All handrails and railings must be provided with a clearance of approximately 3 inches between the handrail or railing and any other object.
- f) Handrails must be not more than 37 inches or less than 30 inches from upper surface of handrail to surface of tread. Handrails must also be in line with the face of the riser, or to the surface of the ramp.

6.32 Crane Operations

A Crane Operations Safe Plan of Action (SPA) pre-operational meeting is required to review the appropriate lift plan prior to making any Critical lift, Major lift, or Standard lift. It should never be assumed that any member of the crew is aware of all aspects of the lift, and therefore all aspects of the lift plan should be reviewed.

- a) The General Contractor must ensure that its Subcontractors meet the requirements set forth by ASME B30.5.2011 and OSHA 29 CFR Subpart CC.
- b) The following documentation must be available inside of the cab, before crane is placed into service:
 - (1) current monthly inspection
 - (2) Manufacturer's load chart
 - (3) Manufacturer's operating manual.
- c) All cranes must receive regular, thorough, and periodic inspections, in accordance with the manufacturer's recommendations or applicable governing standards. All defects noted during any crane inspection must be corrected, prior to use.
- d) All cranes must be used in accordance with manufacturer guidelines.
- e) Cranes must never be operated in excess of its rated capacity.
- f) Contractors must not use a crane to lift/lower and/or suspend personnel in man baskets or work platforms. Any exception to this rule must be cleared through the Contractor's project manager or superintendent.
- g) All rigging equipment (i.e., slings, softeners, bridles, blocking cables, etc.) must be inspected prior to use and documented monthly.
- h) The General Contractor must ensure that crane and wire rope inspections are performed and that daily, monthly, quarterly, and annual logs are maintained. Crane Inspection Record is included as [EXHIBIT K](#) (equivalent form(s) may be utilized).
- i) All rigging must be kept in good condition, working load limit capacities properly identified, and properly stored when not in use.
- j) All Rigging work must only be done by qualified riggers.
- k) Booms and/or suspended loads must not be allowed to pass over playground or other school property when students and/or staff are present in these areas.
- l) Safety hooks must be used on all operations where loads are being handled.
- m) All suspended loads must be controlled by tag lines of enough length to control the load.
- n) All signal persons must:
 - (1) Receive proper signaling training.
 - (2) Never allow a suspended load to pass over or come within ten (10) feet of power lines.
 - (3) Never allow a suspended load to pass over, nor any individual to pass under, a suspended load.
 - (4) Be in constant view and communication with the crane operator. Constant communications include proper hand signals and/or radio communications.

- (5) Make daily general inspections of the crane prior to use and maintain a log of these inspections. The Operator, or other qualified person may also conduct the daily inspection.
- o) All crane operators must:
 - (1) Be thoroughly trained and must have related experience,
 - (2) Be familiar with safe crane practices and procedures.
 - (3) Have a complete understanding of all manuals, including maintenance and operating instructions provided for the specific crane in use.
 - (4) Have no physical, visual, or mental reactions or impairments that will affect the safe operations of the assigned crane.
- p) The crane operator and crew must not engage in any practice such as cell phone usage during crane operations that could divert their attention.
- q) For all Dallas ISD property that lies within an Airport Control Zone (within 5 miles of any airport) the General Contractor will ensure that the crane's boom lighting, flagging, raising, and lowering comply with FFA rules.
- r) To provide clearance for air traffic, all booms must be below 175 feet above ground level (AGL) during the hours of sunset to sunrise. However, if this is not possible and temporary construction cranes are left up during this time period or utilized in support of construction activities, then all cranes must have lighting in accordance with FFA Advisory Circulation 70/7460-1, "Obstruction Marking and Lighting."

6.33 Crane Operations Safe Plan of Action (SPA)

A Crane Operations Safe Plan of Action (SPA) is a site-specific comprehensive crane lift plan which outlines what methods, procedures, and equipment will be used in its plan. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any crane activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission.

- a) Any changes in site conditions that could affect the safe operation of the crane must be evaluated and included within the SPA; this plan must be approved by a qualified person.
- b) General Contractor must coordinate and conduct an on-site Crane Operations SPA pre-work meeting one week prior to any planned crane activity. The Cover Letter ([EXHIBIT K](#)) must be submitted along with a Crane Operations SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- c) Prior to any crane activity, the General Contractor must submit, to the Bond Program Safety Director, or designee:
 - (1) A copy of the crane certification and documentation of the most recent annual inspection prior to crane use.
 - (2) Crane certificate of insurance
 - (3) A copy of the annual crane inspection as well as current maintenance reports.
 - (4) Crane Operator certification
 - (5) Crane Operator medical card

- (6) Crane Location plan that identifies known hazards for underground and overhead crane operations, and where the crane is approved or not approved to operate.
 - (7) Any changes in site conditions that could affect the safe operation of the crane; this plan must be approved by a qualified person.
 - (8) Rigger and/or Signal Person's training records
 - (9) Job Hazard Analysis
- d) To hold a Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:
- (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.34 Steel Erection

Structural stability must be maintained at all times during the steel erection process. The General Contractor must ensure the establishment of a written Steel Erection Procedure that adheres to OSHA, Federal, State, and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT L](#), and maintained on-site.

6.34.1 Site Layout and Construction Sequence

General Contractors must provide erectors with a site layout/map which includes, but is not limited to:

- (1) Pre-planned routes for hoisting loads
- (2) Pre-planned routes for delivering material, equipment, etc.
- (3) Material staging area(s)
- (4) Known hazards that may affect underground and/or overhead operations.

6.34.2 Structural Steel Assembly

In addition to the items listed in this section, all contractors of any tier must comply with all federal, state, and local requirements, including those in other sections of this safety manual. All contractors must be required to comply with all parts of these requirements based on their scope of work.

- a) Contractors of any tier must not erect steel until receiving a written certification of proper curing of the concrete in the footings, piers, walls, etc. is of sufficient strength to support the loads imposed during steel erection.
- b) Prior to the erection of any column, the General Contractor must provide written notification to the steel erector if there has been any repair, replacement, or modification of the anchor rods (anchor bolts) of that column.

6.34.3 Hoisting and Rigging

Contractors of any tier must use qualified riggers during hoisting activities for assembly and disassembly work (29 CFR 1926.1404(r)(1)). Additionally, qualified riggers are required

whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure (29 CFR 1926.1425(c)).

- a) All Rigging and Signal person(s) must be properly trained in accordance with all Federal, State, and local regulations.
- b) Free rigging is the practice of attaching ropes, chains, or slings to a telehandler/forklift tine(s) for the purpose of lifting and moving. Free rigging must not be permitted without the telehandler/forklift manufacturer's letter of approval.
- c) Exposure to overhead loads must be minimized through pre-planned routes for hoisting loads and/or other contracting personnel who may be transiting the jobsite.
- d) Any procedure(s) for multiple rigging lifts (Christmas-treeing) is prohibited.
- e) General Contractors must pre-plan site-specific work practices regarding safely landing loads while maintaining proper protection from fall hazards.

6.34.4 Column Anchorage and Double Connections

Columns must be set on level finished floors, pre-grouted leveling plates, leveling nuts, or shim packs which are adequate to transfer the construction loads.

- a) All columns must be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it must be installed.
- b) All columns must be anchored by a minimum of 4 anchor rods (anchor bolts).
- c) Anchor rods (anchor bolts) must not be repaired, replaced, or field-modified without the approval of the project structural engineer of record.
- d) When two structural members on opposite sides of a column web, or a beam web over a column, are connected sharing common connection holes, at least one bolt with its wrench-tight nut must remain connected to the first member unless a shop-attached or field-attached seat or equivalent connection device is supplied with the member to secure the first member and prevent the column from being displaced (See Appendix H of 29 CFR 1926 subpart R for examples of equivalent connection devices).

6.34.5 Falling Object Protection

- a) All materials, equipment, and tools, which are not in use while aloft, must be secured against accidental displacement.
- b) The General Contractor must bar any construction processes below steel erection activities unless overhead protection for the employees below is provided.

6.34.6 Fall Protection

Each employee engaged in any steel erection activity who is on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level must be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, positioning device systems, or fall restraint systems.

- a) A safety railing of 1/4-inch wire rope, or equal, must be installed approximately 42 inches high, around the periphery of a temporary planked or metal deck floor during structural steel erection. This wire rope must be flagged every six (6) feet.

- b) Wire rope should be securely fastened yet allow for temporary removal in order to land materials.

6.34.7 Controlled Decking Zone (CDZ)

A controlled decking zone may be established in the area of the structure over fifteen (15) feet and up to thirty (30) feet above a lower level where metal decking is initially being installed and forms the leading edge of a work area. In each CDZ, the following must apply:

- a) Each employee working at the leading edge within a CDZ must be protected from fall hazards six (6) feet or greater above a lower level.
- b) Access to a CDZ must be limited to only those employees engaged in leading edge work.
- c) The boundaries of a CDZ must be designated and clearly marked. The CDZ must not be more than ninety (90) feet wide and ninety (90) feet deep from any leading edge. The CDZ must be marked by the use of control lines or the equivalent. (Examples of acceptable procedures for demarcating CDZ's can be found in Appendix D of 29 CFR 1926 subpart R).
- d) Each employee working in a CDZ must have completed CDZ training in accordance with 29 CFR 1926.761.
- e) Unsecured decking in a CDZ must not exceed three thousand (3,000) square feet.
- f) Safety deck attachments must be performed in the CDZ from the leading edge back to the control line and must have at least two attachments for each metal decking panel.
- g) Final deck attachments and installation of shear connectors must not be performed in the CDZ.

6.34.8 Training

Each employee engaged in any steel erection activity who is on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level must be trained and instructed, but not limited to, the following areas:

- a) Have completed connector training in accordance with 29 CFR 1926.761
- b) Each employee working in a CDZ must have completed CDZ training in accordance with 29 CFR 1926.761.
- c) The recognition and identification of fall hazards in the work area.
- d) The use and operation of protective systems, such as guardrail systems, personal fall-arrest systems, positioning-device systems, fall- restraint systems, safety-net systems, and other protection to be used.
- e) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used.
- f) Procedures for protection from falls to lower levels and into holes and openings in walking/working surfaces and walls.

6.35 Steel Erection Safe Plan of Action (SPA)

A Steel Erection Safe Plan of Action (SPA) is a comprehensive site-specific steel erection plan which outlines key erection elements such as methods, procedures, and equipment that will be utilized during all phases of the steel erection operation. This evaluation and plan must be in writing and must be submitted to the Owner's Representative prior to any steel erection activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission, the start of work, or any employee engagement with this activity.

- a) General Contractors must coordinate and conduct an on-site Steel Erection SPA pre-work meeting one week prior to any engagement of steel erection activities. The Cover Letter ([EXHIBIT L](#)) must be submitted along with a Steel Erection SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- b) The Steel Erection SPA pre-meeting agenda must include discussion about the scope and review of any existing and/or potential hazards as it relates to the planned scope of work.
- c) To hold a Steel Erection SPA pre-work meeting, at a minimum, the following parties must be present:
 - (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

6.36 Aerial Crane Operations

The General Contractor must ensure the establishment of a written Aerial Crane Procedure that adheres to all applicable regulations of the Federal Aviation Administration (FAA) 14 CFR – Part 77, and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.551 – Subpart N, in addition to applicable State and local regulations. A copy of this procedure must be submitted to the Owner's Representative, made part of the Contractor's Construction Project Safety Manual as [EXHIBIT M](#), and maintained on-site.

Every precaution must be taken to provide protection against flying objects in the rotor downwash. All loose objects within one hundred (100) feet of any areas susceptible to rotor downwash must be secured or removed prior to any Aerial Crane Lift.

- a) Aerial Crane Operations must not be performed during regular school hours or near occupied areas.
- b) No unauthorized person(s) must be allowed to approach within fifty (50) feet of the helicopter when the rotor blades are turning.
- c) Open flames, hot work, or any other spark producing activities must not be permitted in an area that could result in fires being spread by the rotor downwash.
- d) Ground personnel must be properly trained when required for safe helicopter loading and unloading operations.
- e) Constant reliable communication must be provided between the pilot, and a designated employee of the ground crew who acts as a signalman during the period of loading and unloading. This signalman must be distinctly recognizable from other ground personnel.

- f) When visibility is reduced by dust or other conditions, ground personnel must exercise special caution to keep clear of main and stabilizing rotors. Precautions must also be taken by the General Contractor to eliminate any conditions of reduced visibility.
- g) Personal protective equipment for ground persons receiving the load shall consist of complete eye protection and hard hats secured by chinstraps.
- h) The helicopter operator is responsible for size, weight, and manner in which loads are connected to the helicopter. If, for any reason, the helicopter operator believes the lift cannot be made safely, the lift shall not be made. The weight of any external load must not exceed the manufacturer's rating.
- i) When Contractors are required to perform work under hovering craft, a safe means of access must be provided for workers to reach the hoist line hook and engage or disengage cargo slings. Employees must not perform work under hovering craft except when necessary to hook or unhook loads.
- j) Static charge on the suspended load shall be dissipated with a grounding device before ground personnel touch the suspended load, or protective rubber gloves must be worn by all ground personnel touching the suspended load.
- k) Loads shall be properly slung, and tag lines shall be of a length that will not cause them to be drawn up into rotors.
- l) Electrically operated cargo hooks must have the electrical activating device designed and installed to prevent inadvertent operation. In addition, these cargo hooks must be equipped with an emergency mechanical control for releasing the load. The hooks must be tested prior to each day's operation to determine that the release functions properly, both electrically and mechanically.

6.37 Aerial Crane Operations Safe Plan of Action (SPA)

An Aerial Crane Operations Safe Plan of Action (SPA) is a site-specific comprehensive aerial lift plan which outlines what methods, procedures, and equipment will be used in its plan. This evaluation and program must be in writing and must be submitted to the Owner's Representative prior to any aerial crane activity. Review and acceptance by the General Contractor Safety Manager is required prior to submission.

- a) Any changes in site conditions that could affect the safe operation of the aerial lift must be evaluated and included within the SPA. This plan must be approved by a qualified person.
- b) General Contractor must coordinate and conduct an on-site Aerial Crane Operations SPA pre-work meeting one week prior to any planned crane activity. The Cover Letter ([EXHIBIT M](#)) must be submitted along with a Crane Operations SPA. The safety plan must be evaluated and approved by the General Contractor Safety Manager prior to submission.
- c) This briefing shall set forth the plan of operation for the pilot and ground personnel. A copy of this procedure must be made part of the Contractor's Construction Project Safety Manual as [EXHIBIT M](#) and maintained on-site.

- d) Prior to any aerial crane activity, the General Contractor must submit, to the Dallas ISD PM and Bond Program Safety Manager the following minimum elements of an Aerial Crane Operations SPA:
- (1) Lift Plan (scope of work, travel path, ground level and ariel hazards or obstructions)
 - (2) Site Set-Up (map of staging areas, sequence of operation, primary and alternate emergency area locations, and potential drop zones in relation to occupied areas)
 - (3) Material to be lifted (method of attachment, rigging to be used, configuration, and load capacities)
 - (4) Roles and responsibilities (communication methods for ground crew, roof crew, and operator)
 - (5) Competent Person Designation form (must identify areas of competency along with proof of training)
 - (6) Rigger and signal person training records
 - (7) JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)
 - (8) Emergency Action Plan (including emergency contact information and medical facility)
 - (9) Standard Airworthiness Certificate
 - (10) Congested Area Plan Request to FAA
 - (11) FAA Registry of Aircraft
 - (12) FAA Airman Detail Report
 - (13) Notification of Dallas City Officials
 - (14) Certificate of Aircraft liability insurance (insurance limit must be \$10 million, per contract amount)
 - (15) Evidence of additional insured and waiver of subrogation endorsement
- e) To hold an Aerial Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:
- (1) Sub-Contractor Competent Person
 - (2) General Contractor Safety Representative
 - (3) Owner's Representative [Optional]

NOTE: The District's Safety Department must receive acceptance of Certificate of Insurance (COI) from the District's insurer prior to any Aerial Crane Activity.

6.38 Hot Work

All work that includes an open flame, burning, welding, or spark producing of any type must be defined as “hot work” and must require the presence of a fire extinguisher, at least one fire watch, and a Hot Work Permit.

6.38.1 General

In addition to strictly following the provisions of OSHA and NFPA, each Contractor must also comply with the following:

- a) No hot work must be conducted during occupied hours
- b) A Hot Work Permit issued by the Fire Marshal must be Posted within the General Contractor’s trailer or on-site officing area.
- c) A Hot Work Permit must be completed for each task using [EXHIBIT N](#) or equivalent.
- d) Fire extinguisher(s) used for “Hot Work” must be placed within this immediate vicinity of each task operation and must be of proper size and type for the activity, fully charged, and inspected prior to use. Extinguisher location must be kept clear and accessible at all times.
- e) A fire watch must be present during all hot work operations and remain at the work area 30 minutes after work is completed. All fire watch personnel must be trained in fire extinguisher safety.

6.39 Welding and Cutting

- a) All welding operations must provide appropriate screening measures, erected in advance, to contain the high energy light. Welding operations must not be allowed to present an opportunity for flash burn exposures to the eyes of any workers in the vicinity.
- b) Shielding, or welding curtains must be placed around established work areas to protect other workers from flash and sparks.
- c) Ventilation must be provided to adequately remove harmful fumes and gasses.
- d) The unused stubs of welding electrodes “rod butts” must be collected and placed in proper disposal containers as soon as each one is expended. Whenever an operation is idle, the welding electrode must be removed from stinger/electrode holder.
- e) Workers must receive training on the proper use, inspection, and limitations of all welding and cutting equipment and Personal Protective Equipment, as it pertains to the operation.
- f) Regulators for fuel gas and oxygen cylinders must be inspected before each use and be maintained in good working order.
- g) Anti-flashback arrestors must be properly installed on all cutting torches so that they prevent ignition of any gas sources upstream from the torch.
- h) Acetylene cylinder valve key must be kept with the cylinder at all times. Valve keys must be kept in position while in use.

6.40 Compressed Gas Cylinders

Contractor must store oxygen cylinders separate from fuel gas cylinders. This separation must be either a minimum distance of 20 feet or by a fire resistive wall/partition with a one-half hour fire rating and a minimum of five (5) feet in height. All compressed gas cylinders must be properly secured from movement – in an upright (vertical) position.

- a) All cylinders must be stored in the upright position, especially acetylene. When an acetylene cylinder is stored on its side, the acetylene may separate from the acetone, becoming unstable, and cause an internal explosion.
- b) Valves of the empty cylinders must be in the closed position.
- c) Cylinders must not be moved by tilting and rolling them on their bottom edges.
- d) When not in use, cylinders must have their protective caps in place and be hand tightened.
- e) Workers must be trained in the safe handling, storage and use of compressed gas cylinders.
- f) Workers must be trained in the proper use and handling of fuel gas and O2 cylinders

6.41 Earth Moving Equipment and Powered Industrial Trucks

A Powered Industrial Truck (PIT) is defined by any mobile, power-pulled truck used to carry, push, pull, lift, stack, or tier materials, whether ridden by the operator or controlled by a walking operator.

- a) All earth moving equipment and PIT must be maintained in a safe working condition and must be appropriate and adequate for the intended use. Excavation activities must not be conducted during occupied hours.
- b) Only authorized personnel must operate equipment. Operators of equipment, machinery, vehicles, or PIT must be qualified and properly authorized for the operation involved.
- c) Equipment and PIT operators must perform a pre-shift walk around safety inspection of their equipment, and any conditions that may affect safe operation will be corrected before use.
- d) Equipment must not be operated unless all required safety devices are in place and functioning properly.
- e) Careless, reckless, or otherwise unsafe operation or use of equipment must result in discipline and may constitute grounds for dismissal.
- f) Equipment maintenance is to be performed only by qualified mechanics.
- g) When equipment is serviced or repaired the operator must dismount until the service or repair is completed. Prior to remounting, operators must perform a complete walk-around safety inspection of the equipment.
- h) Before performing any service or repair work, all equipment must:
 - (1) Be stopped and positively secured against movement or operation.
 - (2) locked and tagged out of service, unless it is designed to be serviced while running, following the manufacturer's instructions.

- i) All bi-directional earth moving equipment, PIT, and motor vehicles with an obstructed view to the rear must be equipped with a warning horn and an automatic back-up (reverse) alarm that can be heard above and distinguished from the surrounding noise level.
- j) All off-highway earth moving equipment and trucks such as loaders, dozers, scrapers, motor graders, rock trucks, tractors, rollers, and compactors will be equipped with roll-overprotective structures (ROPS) and seat belts, per OSHA standards.
- k) Seat safety belts, when required by the manufacturer, must be used by all operators of equipment.
- l) Mobile equipment must not be left unattended unless parked securely to prevent movement, with all ground engaging tools lowered to the ground, brakes set, and the engine off.
- m) Equipment parked at night will be illuminated, barricaded, or otherwise clearly marked where exposed to potential traffic.
- n) Personnel must not be transported or ride on any equipment or vehicles that are not equipped with seats for passengers.
- o) When fueling equipment or vehicles with gasoline or liquefied petroleum gas (LPG) the engine must be shut off.
- p) All equipment and vehicles must be equipped with appropriate fire extinguishers or fire suppression system.
- q) Equipment, tools, and materials hauled on pickups and flatbed trucks must be secured to prevent them from falling onto the road.

6.42 Haul Routes

Haul roads must be designed, constructed, and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs must be used where necessary.

- a) Elevated roadways must have axle high beams or guards maintained on their outer banks.
- b) Equipment, pickups, and passenger vehicles must be parked well away from the work area to reduce congestion and avoid collision.
- c) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.

6.43 Traffic Control

- a) All General Contractors, Subcontractors, and employees must comply with local city ordinances when work interfaces with traffic of the general public.
- b) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.
- c) All materials and equipment deliveries should be coordinated with General Contractors as to prevent traffic congestion around peak school hours for children being dropped off or picked up from school.

6.44 Environmental and Hygiene

General Contractors and Subcontractors of any tier must comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, codes, and any amendments relating to the environment, hazardous substances or exposure to hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Material Transportation Act (HMT A), Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and the Safe Drinking Water Act (SDW A).

The General Contractor is responsible for the implementation and management of its Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Oversight as [Attachment VI](#) of this manual.

Where necessary, The General Contractor must provide, and the General Contractor's Safety Representatives must be trained and capable of, properly operating industrial hygiene equipment as required by any Federal, State, and local regulations. Tests must be performed as often as necessary to afford protection to employees and the general public.

6.45 Spill Prevention and Response

When utilizing hazardous and non-hazardous substances that could cause a negative impact when released on land, water, and/or the atmosphere, the General Contractor must exercise extreme caution by developing and implementing a site-specific spill prevention and spill response procedure in accordance with OSHA, Federal, State, and local regulations.

No Contractor must omit or discharge any substance into the environment in violation of the Environmental Protection Agency (EPA), OSHA or other regulatory agencies. Where necessary, the General Contractor's Safety Representative must be responsible for all environmental monitoring and testing.

6.46 Portable Relocation

Prior to commencement of work, the Controlling Contractor is responsible for obtaining the Disconnection Form provided by the Moving Contractor for each portable to be relocated. The Controlling Contractor must provide a completed copy of the Disconnection Form along with applicable safety submittal documentation to the Owner's Representative prior any relocation, demolition, or disconnection of portables.

- a) The relocation of portables must be coordinated around peak hours of school traffic, i.e., morning drop off of children and afternoon pick-ups.
- b) All relocation activities (including haul routes) must remain properly separated from occupied areas. Barriers for outdoor areas affected by construction must consist of six (6) foot chain link fencing.
- c) Haul routes must be designed, constructed, and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs must be used where necessary.

- d) Equipment, pickups, and passenger vehicles must be parked well away from the work area to reduce congestion and avoid collision.
- e) Vehicle and equipment speed limit while traversing school property must be a maximum of five (5) miles per hour during school hours and/or when children are present.
- f) The Moving Contractor and/or General Contractor must field verify the safe relocation of portables from site “A” to site “B” and inspect the safe passage of established haul routes.
- g) portable classrooms and ADA approved ramps, decks, steps, etc. must meet the specifications contained in the RFP, Contract Award Doc, and applicable Federal, State, and local requirements.

NOTE: Contractors are responsible for submitting moving permit applications to the City and are responsible for communication with the city of Dallas to resolve all action items related to the moving permit.

7. INCIDENT NOTIFICATION GUIDELINES

The District’s objective is an injury and incident-free project, with a focus on project safety that must not be compromised to achieve any other business objective. The General Contractor must structure an effective and systematic safety management approach that emphasizes **continuous safety process improvement**.

The District recognizes that the General Contractor and Subcontractors may have existing safety management programs with established safety policies, processes, procedures, and work practices. The District will support these where they prove to be as effective and meet the intent and purpose of this Section.

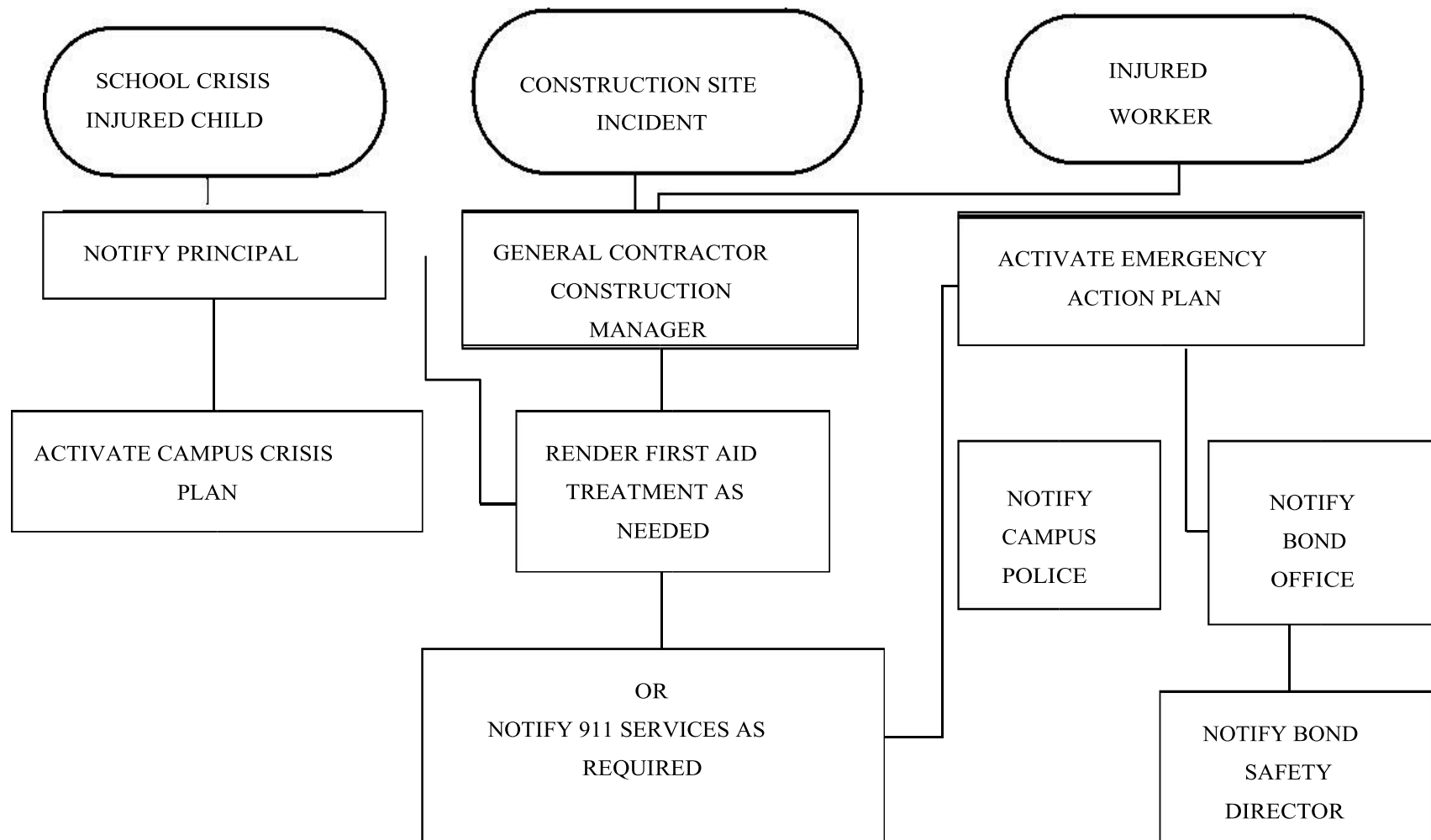
- a) General Contractors and Subcontractors of any tier must instruct all workers to immediately report every incident to their supervisor, even if there is no obvious injury or property damage. Supervisors must immediately notify the General Contractor, who must immediately notify the Owner’s Representative of any incident.
- b) The Bond Program Safety Manager and others as directed must be included in the incident notification process. Depending on potential severity of the incident, notifications may be in written and/or verbal form as directed.
- c) Upon request of the Owner’s Representative, the General Contractor and/or Subcontractors of any tier must promptly produce and provide copies of any required documents related to project safety or property damage.
- d) Where opportunities for improvement are identified, the General Contractor and Subcontractors of any tier must work collaboratively with the Owner’s Representative in making appropriate revisions to progress toward an injury and incident-free workplace.
- e) The General Contractor’s Safety Representative must generate a formal incident report using [EXHIBIT O](#), or equivalent company accident report forms, in the manner and time as directed by the Owner’s Representative.
- f) The General Contractor's Safety Representative, accompanied by the Owner’s Representative, must perform a site inspection immediately following any near miss,

property damage, fire, hazardous chemical spill, or accident involving construction equipment that results in injury to a worker, student, school employee, or visitor to the site.

- g) Contractors must review the filed copy of the pre-construction Site-specific Safety Plan and/or Safe Plan of Action (SPA) that was performed prior to commencement of any construction activity.

[Notification Flow Chart is located on the next page]

7.1 DISD Incident/Crisis Notification Flowchart



7.2 Incident Investigations

When an accident or near miss with major potential for a loss occurs, the supervisor of the crew(s) involved must perform an accident investigation. The General Contractor and involved Subcontractors must tailor the magnitude and depth of the investigation effort to correspond to the potential, rather than the actual outcome of the incident.

- a) Investigation team members must include safety personnel, project management, line management, affected workers, and consultants as the circumstances dictate. The Owner's Representatives reserves the right to participate in any incident investigation.
- b) Upon request of the Owner's Representative, the General Contractor and/or Subcontractors of any tier must provide a Root Cause Analysis as outlined in [Section 7.4](#) of this manual or its equivalent.
- c) Once a root cause has been identified and recommendations for corrective action have been determined, a procedure may be implemented to prevent a similar incident from occurring again.

7.3 Incident Follow-up Guidelines

All near miss incidents, first Aid injuries, high risk safety inspection observations, and other such incidents must be investigated. The General Contractor's Safety Manager must lead the efforts and follow a structured incident investigation program that emphasizes **continuous safety process improvement**.

The General Contractor and involved Subcontractors must tailor the magnitude and depth of the investigation effort to correspond to the potential, rather than the actual outcome of the incident. The Bond Program Safety Manager and/or designee reserves the right to participate in any incident investigation.

- a) Investigation team members must include, at minimum:
 - (1) General Contractor and Subcontractor Safety Representatives
 - (2) General Contractor and Subcontractor Project Management
 - (3) Designated Competent Person (Front Line Management)
 - (4) Affected workers, and consultants as the circumstances dictate.
- b) The General Contractor must develop a Root Cause Analysis report that summarizes the incident, identifies the underlying contributing factor(s), determines which process element(s) failed to control the incident, determines which process element(s) will be implemented or improved, and the time needed to take sustainable corrective action(s).
- c) The General Contractor must conduct and submit an incident investigation report that supports the Root Cause Analysis in the manner and time as directed by the Owner's Representative. The Bond Program Safety Manager and/or designee reserves the right to determine the acceptability of the findings.
- d) The General Contractor must prepare and submit reports that will allow the Bond Program Safety Director, designee, and Subcontractors to understand findings and any planned changes to the operating procedure(s) based on those findings.

7.4 Contributing Factors to Consider

The Root Cause Analysis investigation should thoroughly address the following:

- (1) Was the incident controlled and limited so that all workers and the project were made safe post-incident? If so, what was done?
- (2) Explain what happened (facts and circumstances) that resulted in the incident.
- (3) Are there other work areas or tasks where this type of incident could occur again?
- (4) What processes were in place to prevent the incident? (Identify processes that failed)
- (5) What processes could've been implemented or improved that might have prevented this incident?
- (6) What processes will be improved or implemented to reduce risk of recurrence?

8. CONSTRUCTION SAFETY FOR STUDENTS

8.1 Introduction

The aim of Program Managers, General Contractors, and Subcontractors of any tier is to carry out their work activities in a safe and efficient manner to complete each project in a timely manner.

The safety of the children is of the utmost importance, and every effort must be made to see to it that in those projects that are concurrent with school activities, each job done be evaluated for child safety.

Our children are totally dependent on us to create a safe place for them to learn, study and play. Any work related or work generated condition deemed to be unsafe must be corrected immediately, because children do not see the world as we do. Children are often attracted by what is new and alien to them and will try to gain access to what may seem to be great places to play and have fun.

Therefore, it is the responsibility of everyone to control the potentially dangerous areas that exist on any construction project. All, regardless of the trades involved, must make this effort. In other words, the responsibilities of each person working in occupied areas become that much larger or expanded due to child safety conditions. Remember, it is for the children that construction is underway.

8.2 Separation of Construction Activities

Should any part of an occupied and operational school facility be shut down for construction work, then the General Contractor must erect appropriate construction barricades to completely eliminate access for non-construction personnel to the work area.

General Contractors must ensure safety inspections are conducted in all work areas regularly and periodically throughout the work shift to ensure proper elimination, mitigation, and/or safeguarding of hazards which may result as contributing factors that may lead to any exposure, injury, or property damage. **All unsafe conditions must be corrected immediately.**

- a) Construction work areas must be kept segregated from school operations, staff, and students at all times. Separation may include, but is not limited to fencing, privacy fencing, bulkheads, and coordination of planned construction activities.
- b) Barriers for indoor construction must be made of 3/4" plywood, and must extend from floor to ceiling, wall to wall. The temporary barrier must have a door that can be locked. This barrier will remain until work in the specified area is completely finished. Proper signage should be displayed near the temporary barrier, according to safety regulations.
- c) Barriers for outdoor areas affected by construction must consist of six (6) foot chain link fencing.
- d) Doors and/or gates must remain secured/closed when they open directly into occupied areas. A security service may be utilized if necessary.
- e) The requirements of NFPA 101, Life Safety Code for Occupied Schools must be maintained during construction. **Separate atmospheres must be maintained between the school areas in full occupancy and the areas under construction.** Construction activities must not interfere or interrupt the normal teaching schedules.
- f) Means of egress for the school occupancy must be maintained free of obstructions, clean and properly lighted. While this may be a function of the school custodian, no construction related operations must be allowed to cause an impairment of the normal means of egress.
- g) All components and/or combinations of existing life safety systems (smoke detection, fire alarms, fire suppression, communication, alarm systems, intrusion control, etc.) must be maintained during construction.
- h) School entrances and exits must not be blocked until school officials have been notified and re-routing has been established.
- i) Appropriate warning and directional signage must be maintained at all times.
- j) Dust and noise must be properly controlled to ensure the school maintains its teaching schedules without interruptions. General Contractors must respond to complaints and immediately establish control measures.
- k) All deliveries (heavy equipment, tools, materials, etc.) must be coordinated around peak hours of school traffic, i.e., morning drop off of children and afternoon pick-ups.
- l) Electrical box panels, even during breaks, must not be left exposed. Exposed boxes must be physically covered with the panel cover, and areas must be protected with barricades if necessary.
- m) Construction debris and/or material must not be left in areas occupied by students and staff.
- n) All construction debris must be removed before the end of each work shift and must not be left overnight.
- o) Nails and screws must not be left protruding from lumber or other materials. All nails and screws must be removed or bent over.
- p) Compressed gas cylinders must never be left unattended or overnight in occupied areas. Cylinders must remain secured in upright position; caps on and regulators disconnected when not in use.
- q) Tools and equipment must not be left unattended.

9. CRISIS COMMUNICATION

A crisis is an emergency event that usually requires police, fire, or EMS response and could attract media or public attention. A crisis on a construction site might involve a fire, hazardous chemical spill, or accident involving construction equipment that results in injury to a worker, student, school employee, or visitor to the site.

- a) The General Contractor must instruct all construction employees not to discuss the incident with reporters. All media inquiries must be referred to an official Dallas ISD spokesperson.
- b) The Dallas ISD spokesperson must be the only person authorized to release live or pre-recorded video or written statements to the media. All Contractors of any tier must cooperate with the Dallas ISD spokesperson for all media arrangements as directed.
- c) Should a crisis, serious emergency, or incident occur (requiring the presence of an ambulance, Fire Department or Police) the Contractor must immediately implement the Crisis Communication Guidelines and contact by phone the Bond Program Safety Director, **including nights, weekends, and holidays**.

9.1 Suggested Steps for Crisis Situations

- (1) Evaluate the situation and extent of damage or injuries.
- (2) If students are present, immediately contact the principal or school office.
- (3) Call **9-1-1** if necessary. Be prepared to give the dispatcher details of the accident and injuries, the exact address and where emergency crews should enter the site.
- (4) Assign someone to meet emergency crews at the gate.
- (5) Call Dallas ISD Communications at **(972) 925-3917**. Be prepared to provide as much information as possible.
- (6) Call Dallas ISD Police at **(214) 932-5627**.
- (7) Call Construction Services at **(972) 925-7200**.
- (8) Call the Safety Manager at **(214) 435-2204**.
- (9) Do not speak to reporters or photographers. Refer them to Dallas ISD Communications.

9.2 EMERGENCY TELEPHONE NUMBERS

Dallas ISD Police	DISD Police	(214) 932-5627
District Spokesperson	Robyn Harris	(972) 925-3917
DISD Bond Safety Manager	Alvaro Meza	(214) 435-2204

9.3 Emergency Planning

On a regular basis, the General Contractor must review and update, when necessary, its Emergency Procedures for maximum effectiveness.

The updated procedures must be submitted to the Owner's Representative for review in accordance with the safety guidelines outlined in this manual and all applicable OSHA, Federal, State, and local regulations and maintained on-site.

The following provisions must be included in the emergency procedure:

- a) The highest-ranking supervisor automatically becomes responsible for handling any emergency that occurs during working hours and may call upon the assistance of any available employee.
- b) Following an emergency, ranking personnel must:
 - (1) Secure the area as expediently as possible.
 - (2) Provide access and an account of the emergency to authorized representatives of the District and specific government agencies. Questions from the media must be referred to the Dallas ISD spokesperson.
- c) To ensure prompt emergency services, the General Contractor must:
 - (1) Determine who is responsible for making emergency calls (preferably the highest-ranking supervisor present).
 - (2) Conspicuously post a list of emergency phone numbers, along with information to be transmitted.

10. CONTRACTOR SAFETY AUDITS

10.1 Purpose

The effectiveness of this program depends upon the active participation and cooperation of all Engineers, Project Managers, Inspectors, Supervisors and General Contractors, their employees, and Subcontractors. The primary goals of this program are to increase safety awareness, raise safety standards in the work environment, provide incentives to make the workplace safer, and increase management involvement in the safety process.

General Contractors must ensure safety inspections are conducted in all work areas regularly and periodically throughout the work shift to ensure proper elimination, mitigation, and/or safeguarding of hazards which may result as contributing factors that may lead to any exposure, injury, or property damage. **All unsafe conditions must be corrected immediately.**

10.2 Jobsite Safety Inspections

- a) The General Contractor must ensure that its Safety Representative conducts inspections of the project as needed (including storage areas, office areas, barriers, separation of activities, work areas, etc.) to ensure compliance with the District and OSHA requirements.
- b) Contractors may utilize the Construction Safety Inspection Checklist [EXHIBIT P](#), or its equivalent. Safety deficiencies that are noted during the inspection must be recorded on

the form and those deficient items must be communicated to his/her project manager/superintendent in a timely manner.

- c) The project manager and/or superintendent must be responsible for implementing corrective action.
- d) The General Contractor's Safety Representative will follow up and note the status of each safety deficiency until the deficiency has been abated, but until abatement takes place, each previously noted deficiency should be recorded during each subsequent site inspection.
- e) In addition to performing jobsite safety inspections, the General Contractor's Safety Representative must cooperate with designated District Representatives who conduct jobsite inspections (i.e., Insurance Carrier Loss Control personnel).

10.3 Inspections by Regulatory Agencies

The General Contractor must immediately notify the Owner's Representative of the arrival of any representative of a Regulatory Agency (OSHA Compliance Officer, TCEQ Representative, Law Enforcement Officer, etc.), and provide the Owner's Representative with a copy of any published findings or citations issued to any employer and must ensure that statutory posting requirements are met. The General Contractor must provide the Owner's Representative with a copy of any employer's response to the same findings or citations. No Contractor of any tier must prohibit the entry of an OSHA Compliance Officer onto Dallas ISD property.

11. GREENFIELD PROJECTS

Greenfield Project must refer to as any DISD property that does not have students and/or Staff present during the duration of the Project. If, during the project, staff or students are present or any District/school operation is active, it is not considered a Greenfield job site.

Property must refer to all land owned by the District, to all property thereon; buildings, structures, facilities, platforms, fixtures, tunnels, installations, and to all project vehicles, stationary or mobile equipment, whether owned or leased. This definition may also include other work locations while in the scope and course of employment on the District's Construction Projects.

Worker must refer to any employee or agent included as example, but not by way of limitation, persons providing services on the project including all persons or entities performing all or part of the services the General Contractor has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

11.1 Greenfield Shutdown Guidelines

Prior to conducting any type of permanent or temporary shutdown, the General Contractor is responsible for completing the Greenfield Utility Authorization Request Guidelines as outlined in [Attachment VII](#), along with the applicable safety submittal requirements outlined in [section 6.15](#) of this manual.

11.1.1 Permanent Utility Shutdown Guidelines

- (1) **10-Day Notice of Shutdown** – The General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of shutdown.
- (2) The General Contractor must select “**Permanent**” on the top right portion of the Shutdown Authorization Form ([EXHIBIT I](#)) prior to submitting for approval (See [Attachment VII](#) for reference).
- (3) The General Contractor is responsible for providing power for the duration of the project.
- (4) Once the project reaches substantial completion, the General Contractor and PMF representative must provide the Dallas ISD Sustainability Department with a copy of the General Contractor’s utility bills for transfer of the utility service to Dallas ISD. Should Contractors have questions regarding this process, please reach out to the Dallas ISD Sustainability Department via email at: sg9453@dallasisd.org

NOTE: Before demolishing a portable and/or building, all meter numbers must be provided to the DISD sustainability department to close the account and have meters removed through the Owner provider. It is important ALL Utility Accounts are closed through sustainability to prevent the General Contractor from reimbursing the District. DISD is not responsible for providing General Contractors with utilities at Greenfield Project locations.

11.2 Greenfield Badging

Personnel who are issued a Greenfield Job Site Identification Badge are authorized to work on Greenfield Project **Sites until seven (7) days prior to substantial completion of the project or project site commencing operations** (no longer a Greenfield Project Site), whichever comes first. All other requirements for Non-Greenfield Project Sites (sites where district operations are on-going, or students/staff present) remain in effect.

- a) General Contractors must issue/provide all workers with a Greenfield Identification Badge, along with a site-specific safety orientation prior to conducting any construction activity.
- b) General Contractors must issue identification badges, at their own expense, for all workers on DISD Greenfield Project Sites.
- c) Workers must wear the General Contractor issued identification badge at all times while on DISD Greenfield Project Sites.
- d) Greenfield Project Site Identification Badge Requirements: Greenfield Identification Badges issued by the General Contractor must be issued by Dallas ISD’s approved third-party badging vendor. Badges must contain the following information:
 - (1) The issuing/authorizing General Contractor’s company logo in lieu of the DISD logo
 - (2) The issuing/authorizing General Contractor’s company name

- (3) The authorized Subcontractor or Vendor's company name
- (4) The name of the specific project site authorized to work at
- (5) A photograph and name of the authorized employee receiving the badge
- (6) Badges must be labeled "Greenfield"

12. UNMANNED AIRCRAFT SYSTEM (DRONE) POLICY

The purpose of this Unmanned Aircraft System (UAS) Policy is to establish minimum standards for the safe use and operation of UAS and Small Unmanned Aircraft Systems (SUAS) on any Dallas ISD Bond Projects.

This policy requires that all UAS operations are performed in a manner that mitigates risks to safety, security, and privacy, and ensures compliance with the Federal Aviation Administration (FAA), 14 CFR Part 107 (for commercial purposes) and all applicable laws.

Contractors of any tier that will operate a UAS at a Dallas ISD Project must receive approval in advance in accordance with this Policy.

12.1 Operating Requirements

This Policy sets the minimum requirements for operating UAS. The requirements below must be implemented by the General Contractor, through their respective designated Project Manager. Minimum Requirements for UAS Operations and Operator:

- a) Operations of UAS must not be conducted during occupied hours or extracurricular activities.
- b) Operators of any UAS must hold a current Remote Pilot Certification.
- c) Unmanned Aircraft must be FAA registered.
- d) Certificate of Authorization must be in place and all requirements followed. The General Contractor must provide UAS / Drone liability coverage either through endorsement to its General Liability policy or a separate Aircraft Liability policy. The policy must name Dallas ISD as an Additional Insured and provide a waiver of subrogation in favor of Dallas ISD.

12.2 Pre-Operation Procedure

- (1) General Contractor must submit a request to the Project Manager and DISD Safety Department **48 hours** prior to fly-through.
- (2) Project Manager and DISD Safety Department may accept or reject this request.
- (3) The Project Manager must verify with school admin that no activities will be taking place during fly-through.
- (4) The Project Manager must notify Dallas ISD Police dispatch and school principal of UAS fly-through.

EXHIBITS

POLICY STATEMENT

It is the Dallas ISD's policy that, prior to work, Contractors are required to submit for review, an acceptable Site-Specific Safety Plan that includes safe and health work practices. The Owner's Representative will evaluate the plan to see that it meets the safety requirements for the Project's scope of work.

It is critical that contractors understand the importance of developing an effectively functioning Site-Specific Safety Plan that is pro-active and addresses the exposures to their employees for the particular work to be done. This should be addressed extensively in the Site-Specific Safety Plan.

The Site-Specific Safety Plan must provide guidelines to implement an accident prevention program on Dallas ISD projects, and fully describes the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees.

This Document is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This Document is not intended to replace the need for each Contractor of any tier to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBITS:

- [EXHIBIT A – Campus Readiness Form](#)
- [EXHIBIT B – Job Hazard Analysis \(JHA\)](#)
- [EXHIBIT C – Demolition SPA Cover Letter](#)
- [EXHIBIT D – Confined Space SPA Cover Letter](#)
- [EXHIBIT E – Trenching and Excavation SPA Cover Letter](#)
- [EXHIBIT F – Pier Drilling SPA Cover Letter](#)
- [EXHIBIT G – Utility Shutdown SPA Cover Letter](#)
- [EXHIBIT H – Electrical Shutdown SPA Cover Letter](#)
- [EXHIBIT I – Shutdown Authorization Form](#)
- [EXHIBIT J – Elevated Work SPA Cover Letter](#)
- [EXHIBIT K – Crane Operation SPA Cover Letter](#)
- [EXHIBIT L – Steel Erection SPA Cover Letter](#)
- [EXHIBIT M – Aerial Crane Operation SPA Cover Letter](#)
- [EXHIBIT N – Hot Work Permit](#)
- [EXHIBIT O – Incident Investigation Report](#)
- [EXHIBIT P – Safety Inspection Checklist](#)
- [EXHIBIT Q – Contractor Acknowledgement Statement](#)

EXHIBIT A – Campus Readiness Form

A completed copy of this form, along with **photographs of each area** must be provided to the Owner's Representative one (1) working day prior to the return of staff and students to ensure sustainability of proper separation of all work areas and conditions affected by all construction activities.

General Contractor: _____ Project & ORG Number: _____

Person in Charge: _____ Date and Time of Completion: _____

Column: **A** = Adequate

Column: **B** = Inadequate

Column: **C** = Not Applicable

Focused Areas	A	B	C
Appropriate Barricades to prevent non-construction personnel from entering work areas.			
Proper signage displayed near the temporary barricades.			
Access to school facility clean, orderly, and safe, e.g., sidewalks, building entrances, lobbies, corridors, aisles, stairways, etc.			
Critical systems functional, e.g., life safety systems, air conditioning systems, water systems, electrical systems, etc.			
Laydown and Staging areas neat and orderly.			
Campus EAP not impacted by construction activities, e.g., travel ways, access, emergency exits, and egress points, maintained clear of obstructions.			
Proper Traffic Control with work that interfaces with traffic or public			
Trash Dumpsters maintained			
Excavations, Trenches properly barricaded			
All floor holes and openings into which persons can accidentally walk or fall through are guarded by a physical barrier or cover, secured, and labeled.			
Heavy Equipment inside a fenced area and properly secured to prevent unauthorized access.			
Hydraulic Booms and/or Cranes not suspended over playgrounds or occupied areas.			
Construction work areas are kept segregated from school operations, staff, and students			
Nails, screws, and rebar not protruding from lumber or other materials in occupied areas.			
Means of egress for the school occupancy is maintained, free of obstructions, clean, and properly illuminated.			
Remarks:			

EXHIBIT B – Job Hazard Analysis (JHA)

Project Name:	Contractor Name:
Date:	Competent Person Name:
Scope of work to be Performed:	

EMERGENCY CONTACT LIST ASSOCIATED WITH THIS ACTIVITY		
<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
1.	1.	1.
2.	2.	2.
3.	3.	3.

STEPS OF THE ACTIVITY	POTENTIAL HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS
1.		
2.		
3.		
4.		

STEPS OF THIS ACTIVITY	POTENTIAL HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Potential Fall Hazards		Potential Struck-By Hazards	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Potential Electrical Hazards		Potential Caught In-between Hazards	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Required Personal Protected Equipment			
☐ Hard Hat ☐ Fall Protection ☐ Welding Hood ☐ Gloves ☐ Life Vest ☐ Welding Leathers ☐ Respirator ☐ Hearing Protection ☐ Welding Gloves ☐ Safety Boots ☐ Face Shield ☐ Safety Vest ☐ Rubber Boots ☐ Cutting Goggles ☐ High Vis Pants ☐ Safety Toed Boots ☐ Safety Glasses ☐ Blasting Hood ☐ Tyvek Suits ☐ Safety Goggles ☐ Other (if checked list PPE in the column spaces above)			List Other Protective Equipment (PPE) 1. 2. 3. 4. 5.
Required Equipment and Tools			
☐ Telehandler ☐ Concrete Saw ☐ Welding Machine ☐ Crane ☐ Concrete Bucket ☐ Angle Grinder ☐ Scissor Lift ☐ Ladder ☐ HEPA Filtered Tools ☐ Boom Lift ☐ Generator ☐ LOTO System ☐ Scaffolding System ☐ Hand Tools ☐ GFCI ☐ Excavator ☐ Powder Actuated ☐ Cutting Torch ☐ Roofing Kettle ☐ 4-Gas Meter ☐ Other (list on right side)			Other Equipment & Tooling 1. 2. 3. 4. 5. 6. 7.
Required Traffic Control Equipment		Utilities Located / Marked	
☐ Lane Closure ☐ Pilot Car ☐ Barrier Rail ☐ Signage ☐ Trench Plates ☐ Speed Limit ☐ Flagger Station ☐ 6' Fencing		☐ Gas ☐ Overhead ☐ Electric ☐ Sewer/Water ☐ Fiber ☐ Telecommunications ☐ Irrigation ☐ Other Utilities Located: _____	

PERSONNEL PARTICIPATING IN THIS ACTIVITY

<u>Name (Printed)</u>	<u>Signature</u>	<u>Company</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT C – Demolition SPA Cover Letter

The following Demolition requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Demolition activities must not be performed during regular school hours or near occupied areas.**

To hold an on-site Demolition SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Demolition SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, safe working procedures, and any critical systems affected by this operation. Critical systems include life safety systems, security systems, etc.)
- ☐ Make Safe (confirm if asbestos, lead, and/or other hazardous materials are present within the immediate work areas, provide LOTO procedure, and engineering survey)
- ☐ Asbestos Awareness Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Silica Exposure Prevention Plan
- ☐ Existing Utilities (describe safe working practices associated with any known utilities that may be affected by demolition activities)
- ☐ Site Map (identifying areas to be affected by demolition)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT D – Confined Space SPA Cover Letter

The following Confined Space Entry requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work.

To hold an on-site Confined Space SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Entry Date: _____

Confined Space SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, operating procedures, and affected work areas)
- ☐ Confined Space Entry Procedure (describe atmospheric testing/monitoring methods, ventilation, communication, and make safe procedures to be taken prior to entry)
- ☐ Site Map (identifying entry points, emergency egress locations, and work areas affected by this operation)
- ☐ Confined Space Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Emergency Action Plan (describe emergency actions to be taken should a worker need rescue, first aid, medical treatment, or emergency contact information)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT E – Trenching and Excavation SPA Cover Letter

The following Trenching and Excavation SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Trenching and Excavation activities must not be performed during regular school hours or near occupied school areas.**

To hold an on-site Excavation SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Trenching and Excavation SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, known utilities in the area, and any affected right-of-way)
- ☐ Utility Strike Prevention (include GPR report, potholing method, and preventative measures)
- ☐ Excavation Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identify areas affected by this operation and underground utility shut-off locations)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT F – Pier Drilling SPA Cover Letter

The following Pier Drilling SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Pier Drilling activities must not be performed during regular school hours or near occupied school areas.**

To hold an on-site Pier Drilling SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Pier Drilling SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, known utilities in the area, and any affected right-of-way)
- ☐ Utility Strike Prevention (include GPR report, potholing method, and preventative measures)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identify areas affected by this operation and underground utility shut-off locations)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT G – Utility Shutdown SPA Cover Letter

The following Utility Shutdown requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Contractors of any tier must at no time perform any type of power or other utility shutdown activities during regular school hours.**

To hold an on-site Utility Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Shutdown Date: _____

Utility Shutdown SPA must include but is not limited to the following:

- ☐ Shutdown Authorization Form ([EXHIBIT I](#)) must be submitted **10 days prior** to any planned shutdown and must contain pre-work notification signatures of approval)
- ☐ Scope of Work (describe methods, operating procedures, and any critical systems affected by this shutdown. Critical systems include life safety systems, security systems, kitchen, etc.)
- ☐ De-energizing System (describe system to be shutdown, methods for controlling hazardous energy, inadvertent release of stored energy, and make safe procedures)
- ☐ Contingency Plan (to prevent any disruptions to school operations, describe emergency actions to be taken for restoring system operations as quickly as possible)
- ☐ Restoring System (describe methods for safely restoring systems, removal of LOTO devices)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identifying areas where shutdown is to be performed)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT H – Electrical Shutdown SPA Cover Letter

The following Electrical Shutdown requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work.

To hold an on-site Electrical Shutdown SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Shutdown Date: _____

Electrical Shutdown SPA must include but is not limited to the following:

- ☐ Shutdown Authorization Form ([EXHIBIT I](#)) must be submitted **10 days prior** to any planned shutdown and must contain pre-work notification signatures of approval)
- ☐ Scope of Work (describe methods, operating procedures, and any critical systems affected by this shutdown. Critical systems include life safety systems, security systems, kitchen, etc.)
- ☐ De-energizing System (describe system to be shutdown, methods for controlling hazardous energy, inadvertent release of stored energy, and make safe procedures – NFPA 120.2)
- ☐ Contingency Plan (to prevent any disruptions to school operations, describe emergency actions to be taken for restoring system operations as quickly as possible)
- ☐ Restoring System (describe methods for safely restoring systems, removal of LOTO devices)
- ☐ Electrically Qualified Person [NFPA 70 E] Training Records – NFPA 120.2(b)(2)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identifying areas where shutdown is to be performed)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT I – Shutdown Authorization Form

Dallas Independent School District

Bond Program

Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION:

☐ *Permanent☐ Temporary

School Name and Org. #: _____

Bond Program Manager (PM) Name: _____

General Contractor (GC) Person In-Charge: _____

Sub-Contractor (SUB) Person In-Charge: (Name) _____ (Contact No.) _____

SECTION B. PRE-WORK NOTIFICATION:

Utility System(s) to Be Shut down: _____

Utility Meter number _____

Description of Work Performed: _____

Describe Procedure for Shutdown: _____

Safety Measures/ Precautions for Shutdown: _____

Date/ Time Requested for Shutdown: _____
Shutdown Date Shutdown Time Restart Date Restart Time

It is requested that the noted building system(s) be allowed for "shutdown" by the General Contractor to allow for our tie-in of services for the Project as enumerated below. We note that five (5) days advance notice is required as a minimum. I hereby certify that the required work has been coordinated and scheduled to achieve completion within the requested time-period.

SUB Person-In-Charge: (Sign) _____ (Date) _____

GC Person-In-Charge: _____ (Sign) _____ (Date) _____

Bond Program Manager (PM) Approval: _____ (Sign) _____ (Date) _____

DISD Project Manager Approval: _____ (Sign) _____ (Date) _____

SECTION C. POST-WORK CERTIFICATION:

Actual Date/ Time for Shutdown: _____
Shutdown Date Shutdown Time Restart Date Restart Time

GC Person-In-Charge Certification: _____ (Sign) _____ (Date) _____

Bond Program Manager (PM) Certification: _____ (Sign) _____ (Date) _____

DISD Project Manager Certification: _____ (Sign) _____ (Date) _____
_____ (Sign) _____

DISD Sustainability Certification: _____

SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION

- The General Contractor is to complete the *Utility Shutdown Request Form*, at least **5 working days** prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval.
- The Bond Program Manager (PM) will review and approve submitted *Utility Shutdown Request Form* and forward to the respective Dallas ISD Project Manager for approval.
- The Dallas ISD Project Manager will review and approve form and return to the PM.
- PM forwards approved form to Director/Maintenance Solutions and notifies Deputy Chief Director, Emergency Operations and Bond Program Safety Manager.

Note: All scheduled shutdown requests will require a jobsite meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedures and status of all District departments involved on the shutdown request.

Note: For electrical shutdowns (Scheduled/ involuntary), when required for building operations, the General contractor must supply a power generator to keep the telephones, data and alarms working at all times.

*Permanent shutdowns are facilities or specific meters that will not require power/ utility to be restored.

EXHIBIT J – Elevated Work SPA Cover Letter

The following Elevated Work SPA pre-meeting requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **No roof work, regardless of the extent, is to be done over an occupied area/building.**

To hold an on-site Elevated Work SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Elevated Work SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, operating procedures, and affected work areas)
- ☐ Fall Protection (describe systems to be used, methods, anchor point locations, etc.)
- ☐ Fall Protection Training Records (for all crewmembers performing this task)
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Site Map (identifying areas where work is to be performed)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT K – Crane Operation SPA Cover Letter

The following Crane Operation requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Booms or suspended loads must not be allowed to pass over playgrounds or other school property when there is a potential for students or staff to be present in these areas and/or within any fall radius.**

To hold an on-site Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Lift Date: _____

Crane Operations SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, operating procedures, and affected work areas)
- ☐ Crane Location and Logistics Plan (identify underground and overhead crane hazards)
- ☐ Lift Plan (identify load capacities, means of communication, and rigging/lifting methods)
- ☐ Site Map (identifying sequence of operation and fall radius in relation to any occupied areas)
- ☐ Crane Certificate of Insurance and Annual Inspection Records
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Crane Operator Certification and Medical Card
- ☐ Rigger and Signal Person Training Records
- ☐ Fall Protection (if applicable, describe systems to be used, methods, anchor point locations, etc.)
- ☐ Fall Protection Training Records (for all crewmembers performing this task)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT L – Steel Erection SPA Cover Letter

The following Steel Erection requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Steel Erection must not be allowed when students and/or staff are present in occupied areas and/or within any fall radius.**

To hold an on-site Steel Erection SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Start Date: _____

Steel Erection SPA must include but is not limited to the following:

- ☐ Scope of Work (describe methods, operating procedures, and affected work areas)
- ☐ Steel Erection Plan (describe equipment placement, lifting methods, and connection procedures)
- ☐ Written Notification from the General Contractor confirming concrete footings, piers, and/or walls have been cured to a level that will provide adequate structural strength and stability.
- ☐ Site Map (identifying sequence of operation and fall radius in relation to any occupied areas)
- ☐ Fall Protection procedures (describe systems to be used, Controlled Access Zones, etc.)
- ☐ Fall Protection Training Records (for all crewmembers performing this task)
- ☐ Rigger and Signal Person Training Records
- ☐ Competent Person Letter of Designation (include areas of competency and signatures)
- ☐ Competent Person Training Documentation (OSHA 10-hour and First Aid/CPR)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)

Note: This Document is **not** intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

EXHIBIT M – Aerial Crane Operation SPA Cover Letter

The following Aerial Crane Operation requirements have been established for the General Contractor's Safety Manager. The General Contractor's Safety Manager must ensure and approve that its Subcontractor's SPA documentation meet all Federal, State, and local regulations and the requirements outlined in this manual prior to submitting for review.

The General Contractor's Safety Manager must submit this Cover Letter, along with the criteria listed below, to the Owner's Representative 5-7 days of any planned critical phases of work. **Aircraft or suspended loads must not be allowed to pass over playgrounds or other school property when there is a potential for students, staff, or public to be present in these areas and/or within any potential drop zones.**

To hold an on-site Aerial Crane Operations SPA pre-work meeting, at a minimum, the following parties must be present:

- ✓ Subcontractor Competent Person
- ✓ General Contractor Safety Representative
- ✓ Owner's Representative [Optional]

Campus Name and ORG Number: _____

Subcontractor Name and Competent Person: _____

General Contractor Name and Site-Superintendent: _____

General Contractor Safety Manager Signature of Approval: _____

Anticipated Lift Date: _____

Aerial Crane Operations SPA must include but is not limited to the following:

- ☐ Lift Plan (scope of work, travel path, ground level and ariel hazards or obstructions)
- ☐ Site Set-Up (overhead map of staging areas, sequence of operation, primary and alternate emergency area locations, and potential drop zones in relation to occupied areas)
- ☐ Material to be lifted (method of attachment, rigging to be used, configuration, and load capacities)
- ☐ Roles and responsibilities (communication methods for ground crew, roof crew, and operator)
- ☐ Competent Person Letter of Designation form (include areas of competency and proof of training)
- ☐ Rigger and signal person training records
- ☐ JHA (include hazard assessment, equipment, and PPE needed to safely perform this task)
- ☐ Emergency Action Plan (including emergency contact information and medical facility)
- ☐ Standard Airworthiness Certificate
- ☐ Congested Area Plan Request to FAA
- ☐ FAA Registry of Aircraft
- ☐ FAA Airman Detail Report
- ☐ Notification of Dallas City Officials
- ☐ Certificate of Aircraft liability insurance (insurance limit must be \$10 million, per contract amount)
- ☐ Evidence of additional insured and waiver of subrogation endorsement

EXHIBIT N – Hot Work Permit

All temporary work involving open flames, intense heat, or sparks will require a Hot Work Permit. The permit must be issued by the contractor and authorized by the appropriate supervisor before any hot work (welding, brazing, cutting, grinding, etc.) can begin. Two copies of the Hot Work Permit must be made. One should be filed with the contractor. The second copy should be posted at the site of the hot work until the job is completed.

Issue Date:	Permit Expires:	
Building:	Sub:	Area:
Authorizing Supervisor (GC):	Start Time:	End Time:
Operator:	Fire Watch:	

Checklist

Following items must be checked by the authorizing supervisor and operator/welder. If any item is checked "No", then hot work must not begin until item or area is corrected.

Yes	No	
☐	☐	Work area examined
☐	☐	Equipment inspected, in good repair
☐	☐	PPE inspected, in good repair
☐	☐	Sprinkler system operable
☐	☐	Combustible materials/items moved a radius of 35 feet away from work area.
☐	☐	Explosive atmosphere (s) eliminated
☐	☐	Floor and wall openings covered
☐	☐	Fire watch assigned and required during work and for <u>30</u> minutes afterwards*
		*Fire watch must be at least 30 minutes in duration
☐	☐	Fire watch has ample extinguishing equipment and is trained to properly use it
☐	☐	Work area is considered a confined space (if yes additional confined space will be required. Contact supervisor before proceeding)
☐	☐	Proper ventilation provided for the work area

Other precautions

1. _____
2. _____

Authorizing Supervisor Signature: _____

Date: _____

Final Checkup: To be completed after hot work is finished and fire watch is over

The work area and all surrounding areas subjected to heat and sparks were monitored during the hot work operations and during the required fire watch period and found to be safe.

Fire Watcher Signature: _____

Title: _____

Date: _____

EXHIBIT O – Incident Investigation Report

CONTRACTOR: _____ ACCIDENT DATE: _____ TIME: _____ LOCATION _____

ACCIDENT LOCATION (SPECIFIC): _____

WHAT HAPPENED? (Describe operation, activity, condition and how accident or loss occurred.

Use separate sheet and diagram if
necessary): _____

Recommended correction action:

Equipment involved #: _____ Employee involved: _____

Employee Injury (Describe):

Root Cause (Describe): _____

Medical referral? Yes _____ No _____

Company Property Damage or Loss

(Describe): _____

DISD Property, Damage, or Injury to Others

(Describe): _____

Witnesses (Name, address, phone): _____

Police Report Number: _____ DISD Police Report Number: _____

Foreman/Supervisor _____ Date: _____

Keep Original in contractor's File and CC: Owner's Representatives

[Attach Photos]

EXHIBIT P – Safety Inspection Checklist

SAFETY INSPECTION CHECKLIST				
Contractor:	Contract No.			
Job-site Location:				
Person in Charge:				
Date: Time:				
Person(s) making inspection:				
	Column: A= Adequate B= Inadequate N/A = Not Applicable			
PROGRAM ADMINISTRATION:	A	B	N/A	REMARKS
1. Posting OSHA and other job-site warning posters.				
2. Do you have safety meetings?				
3. Job safety training, including first-aid training?				
4. Is first-aid equipment and supplies available?				
5. Are job-site injury records being kept?				
6. Are emergency telephone numbers, such as police department, fire department, doctor, hospital, and ambulance, posted?				
HOUSEKEEPING AND SANITATION:	A	B	N/A	REMARKS
1. General neatness of working areas.				
2. Regular disposal of waste and trash.				
3. Passageways and walkways clear?				
4. Adequate lighting.				
5. Protruding nails removed or bent over?				
6. Oil and grease removed.				
7. Waste containers provided and used.				
8. Sanitary facilities adequate and clean.				
9. Drinking water potable.				
10. Adequate supply of water.				

11. Disposable drinking cups.				
FIRE PREVENTION:	A	B	N/A	REMARKS
1. Fire instructions to personnel.				
2. Fire extinguishers identified, checked, accessible.				
3. Proper fire extinguishers provided.				
4. Hydrants clear, access to public thoroughfare open.				
5. Good housekeeping.				
6. "No Smoking" signage posted and enforced where needed.				
7. Fire brigades.				
ELECTRICAL INSTALLATIONS:	A	B	N/A	REMARKS
1. Adequate wiring, well insulated.				
2. Circuit breakers and GFCI (where required) provided.				
3. Fire hazards checked.				
4. Electrical danger signs posted.				
5. Are terminal boxes equipped with required covers? Are covers used?				
HAND TOOLS:	A	B	N/A	REMARKS
1. Proper tool being used for each job.				
2. Neat storage, safe carrying.				
3. Inspection and maintenance.				
4. Damaged tools repaired or replaced promptly. Are employee's tools inspected and repaired?				

POWER TOOLS:	A	B	N/A	REMARKS
1. Good housekeeping where tools are used.				
2. Tools and cords in good condition.				
3. Proper grounding.				
4. Proper instruction in use.				
5. All mechanical safeguards in use.				
6. Tools neatly stored when not in use.				

7. Right tool being used for the job at hand.				
8. Wiring properly installed.				
POWDER ACTUATED TOOLS:	A	B	N/A	REMARKS
1. Local laws and ordinances complied with.				
2. All operators trained.				
3. Tools and charges protected from unauthorized use.				
4. Competent instruction and supervision.				
5. Tools checked and in good working order.				
6. Tools not used on anything but recommended materials.				
7. Safety goggles or face shields provided and used.				
8. Flying hazard checked by backing up, removal of personnel, or use of captive stud tool.				
LADDERS:	A	B	N/A	REMARKS
1. Ladders inspected and in good condition?				
2. Secured to prevent slipping, sliding, or falling?				
3. Do side rails extend 36" above top of landing?				
4. Rungs or cleats not over 12" on center.				
5. Metal ladders not used around electrical hazards.				
6. Proper maintenance and storage.				
7. Are ladders not painted?				

SCAFFOLDING:	A	B	N/A	REMARKS
1. Is erection properly supervised?				
2. Will all structural members meet the safety factor?				
3. Are all connections secure?				
4. Is scaffold tied into structure where necessary?				
5. Are working areas free of debris, snow, ice, grease?				
6. Are base plates and mud sills provided?				
7. Are workers protected from falling objects?				

8. Is the scaffold plumb and square with cross- bracing?				
9. Are guardrails, intermediate rails, and toe boards in place?				
10. Are hoist ropes and cables in good condition?				
HOISTS, CRANES AND DERRICKS:	A	B	N/A	REMARKS
1. Inspect cables and sheaves.				
2. Check slings and chains, hooks, and eyes.				
3. Equipment firmly supported.				
4. Outriggers used, proper cribbing.				
5. Power lines deactivated, removed or at safe distance				
6. Proper loading for capacity of lifting radius.				
7. All equipment properly lubricated and maintained.				
8. Signalman where needed.				
9. Signals understood and observed.				
10. Are inspection and maintenance logs maintained?				
HEAVY EQUIPMENT:	A	B	N/A	REMARKS
1. Regular inspection and maintenance.				

2. Lubrication and repair of moving parts.				
3. Lights, brakes, warning signals operative.				
4. Wheels chocked when necessary.				
5. Haul roads well maintained and laid out properly.				
6. Protection when equipment is not in use.				
7. Shut-off devices on hose lines in case of failure?				
MOTOR VEHICLES:	A	B	N/A	REMARKS
1. Regular inspection and maintenance.				
2. Qualified operators.				
3. Brakes, lights, warning devices operative.				

4. Weight limits and load sizes controlled.				
5. Is all glass in good condition?				
6. Are back-up (reverse) alarms provided?				
7. Fire extinguishers provided in all vehicles?				
BARRICADES:	A	B	N/A	REMARKS
1. Floor openings planked over and secured, or barricaded.				
2. Roadways and sidewalks effectively protected.				
3. Adequate lighting provided.				
4. Traffic controlled.				
HANDLING AND STORAGE OF MATERIALS:	A	B	N/A	REMARKS
1. Are materials properly stored or stacked?				
2. Are passageways clear?				
3. Stacks on firm footings, not too high.				
4. Proper number of men for each operation.				
5. Are workers lifting loads correctly?				

6. Are materials protected from weather conditions?				
7. Protection against falling.				
8. Is dust protection observed?				
9. Extinguishers and other fire protection provided.				
10. Is traffic controlled in the storage area?				
EXCAVATION AND SHORING:	A	B	N/A	REMARKS
1. Are adjacent structures properly shored?				
2. Is shoring, benching, or sloping used for soil depth or excavation properly sloped?				
3. Are roads and sidewalks supported and protected?				
4. Is material stored at least 2 feet from excavations?				
5. Is excavation barricaded and lighting provided?				
6. Is equipment a safe distance from edge of excavation?				
7. Are ladders provided where needed?				

8. Are equipment ramps adequate?				
9. Is job supervisor on-site during trenching operations?				
DEMOLITION:	A	B	N/A	REMARKS
1. Are operations planned ahead?				
2. Is there shoring of adjacent structures?				
3. Are material chutes used?				
4. Is there sidewalk and other public protection?				
5. Adequate access ladders or stairs.				
FLAMMABLE GASSES AND LIQUIDS:	A	B	N/A	REMARKS
1. All containers U.L. approved meeting OSHA requirements with contents clearly identified.				
2. Proper storage practices observed.				
3. Fire hazards checked.				
4. Proper storage temperatures and protection.				
5. Proper types and number of extinguishers nearby.				
6. Carts for moving cylinders available.				
MASONRY:	A	B	N/A	REMARKS
1. Proper scaffolding.				
2. Saws properly equipped; dust protection provided.				
ROADWAY CONSTRUCTION:	A	B	N/A	REMARKS
1. Laws and ordinances observed.				
2. Flag-person properly dressed, instructed, and posted.				
3. Adequate warning signs and markers.				
4. Equipment not blocking right of way.				
5. Traffic control through construction site.				
6. Adequate marking and maintenance of detours.				
7. Dust control.				
8. Adequate lighting.				
PERSONAL PROTECTIVE EQUIPMENT:	A	B	N/A	REMARKS
1. Eye and Head protection.				
2. Face shields.				
3. Respirators and masks.				
List actions to be taken for all items found non-compliant				

EXHIBIT Q – Contractor Acknowledgement Statement

Campus Name and ORG Number: _____

Contractor Name: _____

Date: _____

By executing this document as an authorized representative of the referenced Company identified above, I acknowledge and confirm that I have read and understand the contents of the Dallas ISD Construction Safety Program Guidelines in its entirety.

I also recognize and acknowledge that the obligation to protect the safety and health of all persons affected by construction activities is not limited to the requirements of the Dallas ISD Construction Safety Program Guidelines only, but also includes all applicable OSHA, Federal, State, and local regulations, and guidelines necessary to provide a safe and healthful working environment for all contractors, campus staff, students, and general public.

The Contracting Company and its employees will comply with all applicable safety requirements while performing work on any Dallas ISD property. The Company will further communicate the requirements of the Dallas ISD Construction Safety Program Guidelines and other applicable OSHA, Federal, State, and local regulations, and guidelines to all tiered Subcontractors that will perform work on the Project and retain a physical signed copy of this Contractor Acknowledgement Statement from each such Subcontractor.

(Name of Authorized Representative)

(Signature of Authorized Representative)

(Date Signed)

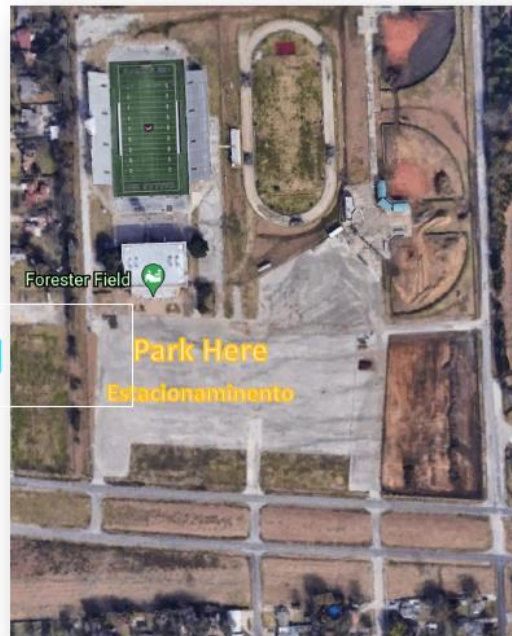
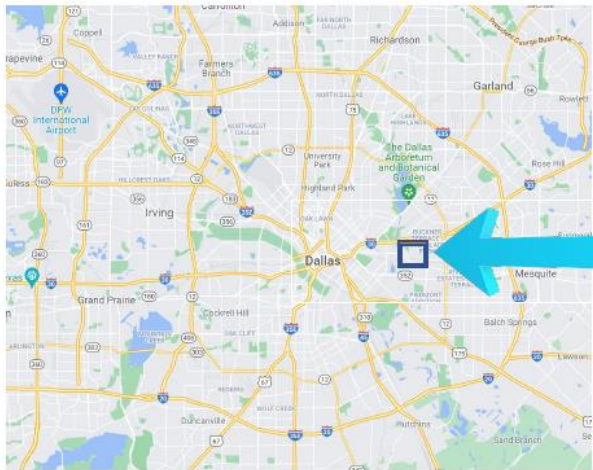
ATTACHMENTS

- [Attachment I – Dallas ISD Orientation Location and Schedule](#)
- [Attachment II – Site-Specific Safety Plan Guidelines](#)
- [Attachment III – Crisis Communications Poster](#)
- [Attachment IV – Visitor’s Release and Hold Harmless Agreement](#)
- [Attachment V – Shutdown Notification Guidelines](#)
- [Attachment VI – SWPPP Oversight Flowchart](#)
- [Attachment VII – Greenfield Shutdown Authorization Request Guidelines](#)
- [Attachment VIII – Intruder Detection](#)
- [Attachment IX – Campus Security Reminders](#)
- [Attachment X – Safety Meeting Sign-in Sheet](#)
- [Attachment XI – Geotechnical Soil Sampling Safety Guidelines](#)
- [Attachment XII – Inclement Weather Plan of Action](#)

Dallas ISD Orientation Location and Schedule



Construction Services



Dallas ISD Construction Safety Orientation (Orientacion de Seguridad)

Location/Ubicacion
Forester Field
8233 Military Pkwy
Dallas, TX 75227

Schedule/Horario
7:30am-8:30am
Tuesday and Thursday
Martes y Jueves

You must have your Dallas ISD
Badge to attend this orientation.

Usted debe tener su
identificacion para poder asistir
a esta Orientacion.

CRITERIA FOR DEVELOPING A SITE-SPECIFIC SAFETY PLAN

Prior to work, Contractors are required to submit for review, an acceptable Site-Specific Safety Plan that includes safe and health work practices. The Owner's Representative will evaluate the plan to see that it meets the safety requirements for the Project's scope of work.

A Site-Specific Safety Plan must include but is not limited to the following:

- (1) **Scope of Work:** A description of the scope of work is to be included on the front page of the Site-Specific Safety Plan.
- (2) **Job Safety Procedures:** Explain in detail and specifically how job safety is to be incorporated into each phase of the scope of work. Use of ladders, scaffolds, flagging, equipment, exposures, special conditions, fall protection, etc., must be included for the plan to be accepted. Generalities will not be accepted to Explain the safety and health conditions employees will be exposed to.
- (3) **General Contractor's Site-Specific Safety Orientation:** Each employee who is new to the jobsite must receive a thorough safety and hazard communication orientation, which imparts basic information about the project safety and health program, federal/state regulations, and other safety rules and regulations needed to perform tasks safely. Future safety instructions may be necessary if hazardous work and/or unfamiliar tasks are performed.
- (4) **Competent Person Designation(s):** Competent Person Designation Form(s) accompanied by a valid First Aid/CPR and OSHA 30-hour certification (within 5 years of the issuing date) must be provided for all on-site persons designated as competent.
- (5) **Supervising for Safety:** Explain how supervisors are going to constantly review the safe practices and procedures. Jobsite inspections are required daily. An inspection checklist should be documented at least weekly.
- (6) **Disciplinary Policy:** Contractor must explain disciplinary action for any employee who jeopardizes his health or safety, or the health or safety of others.
- (7) **Subcontractor Compliance:** Explain how Subcontractor compliance with your safety program and the Construction Minimum Safety Program Guidelines Manual will be verified and documented. When Subcontractor's programs are deficient, the General Contractor must be responsible for providing them with the necessary training and protection. This must be documented.
- (8) **Incident Investigation Procedure:** Explain how the General Contractor and involved Subcontractors will investigate all incidents involving a near miss, injury, and/or property damage. Investigation Procedures must include a Root Cause Analysis and Corrective Action Plan to prevent reoccurrence.
- (9) **Emergency Action Plan:** Describe Actions to be taken should an emergency occur. Emergency Action Plans must cover injuries, fires, evacuations, and similar situations. Plans must include designated emergency contact names and telephone numbers, e.g., on-site supervision, police department, fire department, doctor, hospital, and ambulance.

[Criteria for Developing a Site-Specific Safety Plan – Continued]

- (10) **Personal Protective Equipment:** Describe Personal Protective Equipment (PPE) to be worn, training requirements, and parameters for its use.
- (11) **Occupational Health Programs:** Site-specific Occupational Health and Illness Prevention Programs are required to protect employees working on the project, i.e., Asbestos Awareness, Air Monitoring, Silica, Sampling, Special Protective Clothing or Equipment, and Particular Hazards.
- (12) **Job Hazard Analysis (JHA):** Explain the formal job hazard analysis process
- (13) **Task Training:** Contractors are required to task train employees in the exposures they will be confronted with and the job they are expected to perform. Other situations, however, may arise during the course of the project that will require additional training. Explain how task training will be accomplished, how often it will be conducted, and who will be conducting the training.
- (14) **Reporting Unsafe Acts or Conditions:** Explain the program in place that promotes positive feedback to supervision and employees who report unsafe acts and/or conditions.
- (15) **Toolbox Talk Safety Meetings:** These must be held and documented at least weekly. Explain who will be responsible for conducting these meetings, when they will be held, and where they will be held.
- (16) **Fire Prevention and Protection Plan:** Explain the job-site fire prevention and protection program in detail.
- (17) **Hazard Communication Program:** Provide copy of the Site-specific Haz-Com program.
- (18) **Lock-out/Tag-out (LOTO) Program:** Provide a copy of the Site-specific LOTO Program
- (19) **Confined Space Entry:** Provide a copy of the Site-specific Confined Space Program
- (20) **Trenching/Excavation and Utility Strike Prevention:** Provide a copy of the Site-specific Trenching/Excavation Procedures and a Utility Strike Prevention Plan.
- (21) **Fall Protection and Prevention Program:** Provide a copy of the Site-specific Fall Protection and Prevention Program
- (22) **Traffic Control Plan:** Provide a copy of the Site-specific Traffic Control Plan
- (23) **Substance Abuse Policy:** Provide a copy of the Substance Abuse Policy
- (24) **Special Instructions and Information:** Provide any special instruction or additional safety information as it relates to the unique conditions and/or environment associated with the project.

Note: The requirements outlined in this Document are intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to Contractors. This Document is **not** intended to replace the need for each Contractor of any tier to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.



CONSTRUCTION SITE **Crisis** Communications GUIDELINES

SUGGESTED STEPS FOR CRISIS SITUATIONS:

1. Evaluate the situation and extent of damage or injuries.
2. If students are present, immediately contact the principal or school office.
3. Call 9-1-1 if necessary. Be prepared to give the dispatcher details of the accident and injuries, the exact address and where emergency crews should enter the site.
4. Assign someone to meet emergency crews at the gate.
5. Call Dallas ISD Communications at (972) 925-3917. Be prepared to provide as much information as possible.
6. Call Dallas ISD Police at (214) 932-5627.
7. Call Construction Services at (972) 925-7200.
8. Call the Safety Manager at (214) 435-2204.
8. Other than as noted below, *do not speak* to reporters or photographers. Refer them to Dallas ISD Communications.

How to handle reporters who come to the construction site:

There is no such thing as "off the record." Be polite, but firm. Tell reporters and photographers they must wait off-site, outside the main gate, until an authorized Dallas ISD spokesperson arrives. Do not push, shove, block, or attempt to physically restrain a reporter or photographer. When dealing with reporters, photographers or TV crews, always assume that they are recording.

EMERGENCY TELEPHONE NUMBERS:

Dallas ISD Police

(214) 932-5627

Robyn Harris

*Dallas ISD Communications/
District Spokesperson*

(972) 925-3917

Alvaro Meza

Bond Program Safety Manager

(214) 435-2204

Visitor's Release and Hold Harmless Agreement

General Contractor: _____

Project Name: _____ Date: _____

In consideration of being permitted, for my own purposes and interests, to enter upon the premises or construction site of Dallas Independent School District Construction Project, I hereby release, hold harmless, and indemnify the Dallas Independent School District, Consultants, Inspectors, Contractors and Subcontractors from and against, and assume the risk for and on behalf of myself, my heirs, my supervisor and my estate, all damages, losses, injuries and any and all other claims of any type whatsoever for personal injury (including death) and other loss or damage of any nature whatsoever including damage to my personal property, and reasonable attorney's fees and court costs sustained or caused while on such premises or site.

In the event any clause, term, or provision of this agreement must be declared or adjudicated void or invalid, it must in no manner affect the other clauses, terms, and provisions hereof, which must remain in full force and effect, as if the clause, term, or provision so declared or adjudicated invalid was not originally a part hereof.

Visitor's Name: _____

Visitor's Signature: _____

Address: _____

Date: _____

Shutdown Notification Guidelines

The General Contractor must provide Dallas ISD with notification of power or other utility shutdown no less than ten (10) calendar days in advance of the shutdown. Notification includes Dallas ISD Central Maintenance Office, A/E, Program Manager, and the Principal at each affected school.

- Shutdown Authorization Form ([EXHIBIT I](#)) must be submitted to the Dallas ISD Bond Program Manager and Dallas ISD Project Manager for signatures of approval **10 days prior** to any planned shutdown.
- Shutdowns to be scheduled during weekends or extended breaks.
- Overtime Code may be needed for Dallas ISD Personnel involved after hours.
- Permanent shutdowns must be field verified by Contractor. If utility service remains active, immediately report to DISD Sustainability via Bond PM.

Water Shut-off Guidelines

Notification To:

- ✓ Dallas ISD Quadrant Supervisor
- ✓ Dallas ISD Department Supervisor
- ✓ Affected Dallas ISD Departments & Confirmation of readiness (Including but not limited to HVAC, Kitchen, Fire Suppression, etc.)
- ✓ Dallas ISD Sustainability Manager and/or Technician

Content of Notification:

- ✓ Signed Authorization form-DISD PM.
- ✓ Type of Shutdown: Emergency, Minor, Complete, Relocation.
- ✓ Meter number (if applicable).
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ When relocating a utility, DISD Sustainability department must be notified.

Dallas ISD Plumbing Department:

- Department Manager: Bart Braswell
- SE Quad Supervisor: Jesse Rincon
- SW Quad Supervisor: James Baker
- NE Quad Supervisor: Justin Morris
- NW Quad Supervisor: David Martin
- Sustainability Department Manager: Bryant Shaw
- Sustainability Department Technician: Stephanie Garcia

Re-pressurizing:

- ✓ Include City Inspection
- ✓ Contractor to provide post inspection along with photos to DISD Plumbing Manager

Gas Shut-off Guidelines

Notification To:

- ✓ Quadrant Supervisor
- ✓ Department Manager
- ✓ Affected Departments & Confirmation of readiness (Including but not limited to HVAC, Kitchen, etc.)
- ✓ Dallas ISD Sustainability Manager and/or Technician

NOTE: When adding HVAC units, Project AE approval of increased load is expected.

Content of Notification:

- ✓ Signed Authorization form-DISD PM.
- ✓ Type of Shutdown: Emergency, Minor, Complete, Relocation.
- ✓ Meter number (if applicable).
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ When relocating a utility, DISD Sustainability department must be notified.

Re-pressurizing:

- ✓ Include City Inspection
- ✓ Contractor to provide post inspection along with photos to DISD Plumbing Manager

Sanitary Sewer Guidelines

Notification To:

- ✓ Quadrant Supervisor
- ✓ Department Manager
- ✓ Dallas ISD Sustainability Manager and/or Technician

Content of Notification:

- ✓ Signed Authorization form-DISD PM
- ✓ Type of Shutdown: Emergency, Minor, Complete
- ✓ Meter number (if applicable)
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ PMF PM to provide a Post Audit to DISD Plumbing Manager
- ✓ Include Pictures of tie-in
- ✓ Include City Inspection for all work.

Tie-In Guidelines:

- ✓ PMF PM to provide post inspection of service to DISD Plumbing Manager.

Electrical Shutdown Guidelines

Notification To: [Prior to Shut down and after restoration of service]

- ✓ ONCOR (if applicable)
- ✓ DISD Electrical Quadrant Supervisor
- ✓ DISD Electrical Department Supervisor
- ✓ MEP Director
- ✓ Dallas ISD Sustainability Manager and/or Technician.
- ✓ Affected Departments & Confirmation of readiness (HVAC, Kitchen, IT, Building Security, Fire Alarm, etc.)

Dallas ISD Electrical Department:

- Department Director: Bart Webster
- Department Manager: George Lakes
- NW Supervisor: Ainsworth, Steven
- NE Supervisor: Kevin T Liles
- SE Supervisor: Douglas Hall
- SW Supervisor: Jim Ward

Dallas ISD Sustainability Department:

- Sustainability Department Manager: Bryant Shaw
- Sustainability Department Technician: Stephanie Garcia

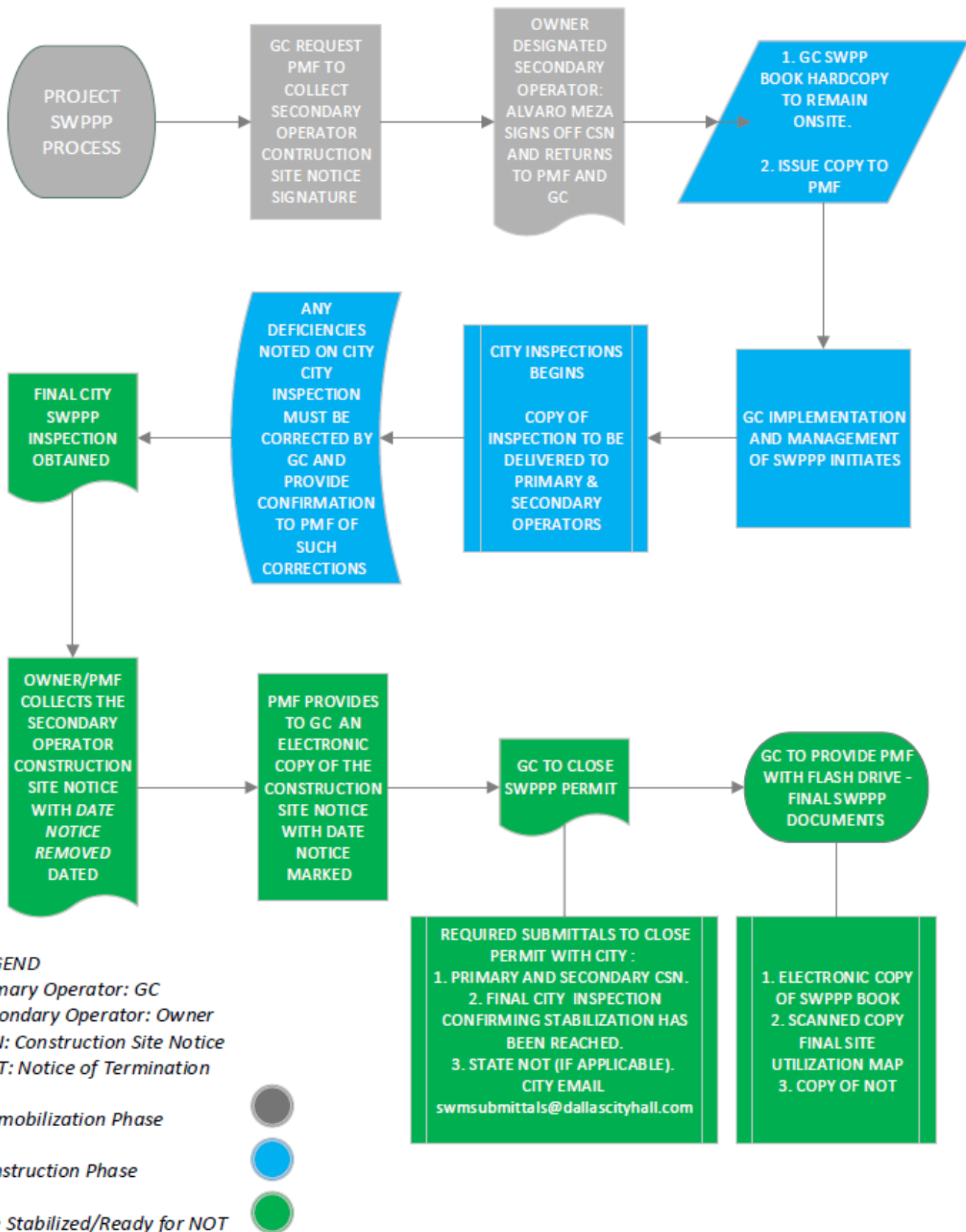
Content of notification:

- ✓ Signed Authorization form-DISD PM
- ✓ Type of Shutdown: Emergency, Minor, Complete
- ✓ Meter number (if applicable)
- ✓ When relocating a utility, DISD Sustainability department must be notified
- ✓ Area affected, Duration, and Contingency Plan
- ✓ SPA-Cover Letter Authorized by GC Safety Representative
- ✓ Complete-Shutdowns-

Re-energizing:

- ✓ Quadrant Supervisor
- ✓ Department Supervisor
- ✓ Affected Departments & Confirmation of readiness (HVAC, Kitchen, IT, Building Security, Fire Alarm, etc.)
- ✓ Electrical Contractor to gradually increase power

SWPPP Oversight Flowchart



Greenfield Shutdown Authorization Request Guidelines

See below set of guidelines for greenfield projects requesting permanent utility shutdown:

1. Utility Shutdown request should select **PERMANENT** on the top right portion of our authorization form. (See below sample)
2. General Contractor (GC) responsible to provide power for the duration of the project.
3. Once the project reaches substantial completion, the GC/PMF to provide the Dallas ISD Sustainability Department with a copy of the GC utility bills to transfer the utility service to Dallas ISD.

If you have any questions, please reach out to Dallas ISD Sustainability Department: sg9453@dallasisd.org

Note:

- Before demolishing a portable and/or building all meters numbers should be provided to DISD sustainability department to closed account and have the meters removed through the Owner provider.
- Please be reminded there is a “Minimum of 10-day(s) advance notice” for utilities. It is very important that ALL Utility Accounts are closed through sustainability to prevent the GC reimbursing the district.
- Lastly, DISD is not responsible to provide GC utilities on Greenfield Locations.

Dallas Independent School District
Bond Program
Scheduled Utility Shutdown Authorization Form: General Contractor(s)

SECTION A. GENERAL INFORMATION:	
School Name and Org. #: _____ Bond Program Manager (PSD) Name: _____ General Contractor (GC) Person In-Charge: _____ Sub-Contractor (SUB) Person In-Charge: _____ (Name) _____ (Contract No.)	
☒ Permanent ☐ Temporary	
SECTION B. PRE-WORK NOTIFICATION:	
Utility System(s) to be Shut down: _____	
Utility Meter number: _____	
Description of Work Performed: _____	
Describe Procedure for Shutdown: _____	
Safety Measures/Precautions for Shutdown: _____	
Date/Time Requested for Shutdown:	
Shutdown Date	Shutdown Time
Restart Date	Restart Time
It is requested that the named building owner(s) be allowed for "Shutdown" by the General Contractor to allow for set-back of services for the Project as enumerated below. We note that DISD will not be responsible for any damages or injuries that may occur as a result of the requested work has been coordinated and scheduled to achieve completion within the requested time period.	
SUB Person-In-Charge: _____ (Name) _____ (Contract No.)	
GC Person-In-Charge: _____ (Name) _____ (Contract No.)	
Bond Program Manager (PSD) Approval: _____ (Name) _____ (Contract No.)	
DISD Project Manager Approval: _____ (Name) _____ (Contract No.)	
SECTION C. POST-WORK CERTIFICATION:	
Actual Date/Time for Shutdown:	
Shutdown Date	Shutdown Time
Restart Date	Restart Time
GC Person-In-Charge Certification: _____ (Name) _____ (Contract No.)	
Bond Program Manager (PSD) Certification: _____ (Name) _____ (Contract No.)	
DISD Project Manager Certification: _____ (Name) _____ (Contract No.)	
DISD Sustainability Certification: _____ (Name) _____ (Contract No.)	
SECTION D. PROCESS FOR SCHEDULED UTILITY SHUTDOWN AUTHORIZATION	
A. The General Contractor is to complete the Utility Shutdown Request Form, at least <u>2 business days</u> prior to the scheduled utility shutdown, and submit it to the respective Bond Program Manager for approval. B. The Bond Program Manager (PSD) will review and approve scheduled Utility Shutdown Request Form and forward to the respective Dallas ISD Project Manager for approval. C. The Dallas ISD Project Manager will review and approve form and return to the PM. D. PM forward approved form to District/Maintenance Services and notify District Chief Director, Emergency Operations and Bond Program Safety Manager. Note: All scheduled shutdown requests will require a system meeting with the Program Manager and the School staff 48 hours in advance to discuss the outage procedure and status of all District Shutdowns involved in the shutdown request. Note: For electrical shutdowns (scheduled) activities, when required for building operations, the General contractor must supply a power generator to keep the employees, data and alarm working at all times. *Permanent shutdowns are facilities or specific meters that will not require power utility to be restored.	

AGENDA FOR CAMPUS SECURITY MEETING

Sign-in Sheet

- ✓ All personnel in attendance must sign-in

Welcome

- ✓ Purpose of the Meeting – To Review the Requirements Regarding Intruder Detection and Campus Security.

Intruder Detection

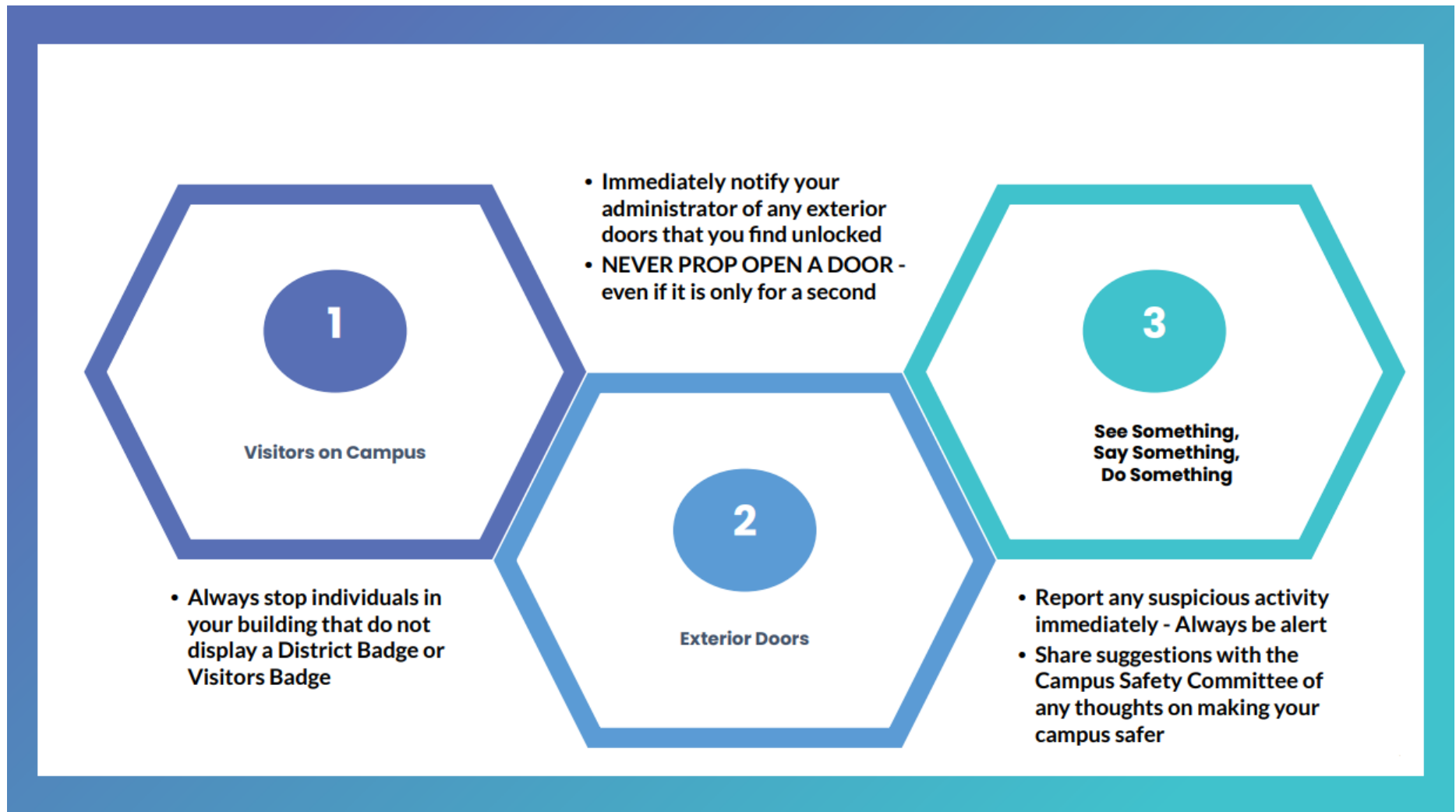
- ✓ All visitors must enter through the campus' secured entry point
- ✓ Immediately report any suspicious activity to the Project Management Team
- ✓ Always be alert – See Something, Say Something, Do Something
- ✓ Stop any individuals in your building who do not display a District Badge or Visitor Badge and escort them to the main office.

Propped Doors and Secured Areas

- ✓ **NEVER** prop open a door for any reason
- ✓ All exterior doors must remain locked at all times
- ✓ All interior doors leading into construction areas must remain locked at all times
- ✓ Portable doors are considered exterior doors and must be locked at all times
- ✓ Immediately notify the Project Management Team of any exterior door that you may find unlocked or propped open

Questions and Answers:

Note for General Contractors: All locked doors leading into construction areas and/or restricted pathways must be communicated with the campus Principal and Fire Marshal to ensure restrictions and/or physical alterations of any kind do not conflict with Campus Emergency Action Plans, Emergency Egress and NFPA 101 Life Safety Codes.



Safety Meeting Sign-in Sheet

DATE: _____ PROJECT: _____

CONTRACTOR: _____

Foreman's Signature: _____

Safety Representative: _____

TOPICS DISCUSSED: _____

NAME – PRINTED	SIGNATURE	COMPANY
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Geotechnical Soil Sampling Safety Guidelines

General Information: _____
School Name and Org #: _____
Bond Program Manager: _____
Company Name: _____ Supervisor: _____ Cell Phone: _____
Scope: _____ Boring Map Location Attached: [circle] YES or NO
Mobilization Date: _____ Demobilization Date: _____ Work Hours: _____

Minimum Drilling Safety Guidelines:

1. ALL crew members must be properly badged.
2. Schedule site access through your Dallas ISD Project Manager
3. [If Applicable] Pre-approved signed forms for custodial overtime may apply. Please confirm with your Dallas ISD PM.
4. During arrival, check in at the front office with badge displayed in the upper body and face cover.
5. Drill Rig must be barricaded and NOT be operated in occupied school areas.
6. Before any excavation is started, should contact 811 DIG-TESS for confirmation, Ground penetrating radar (GPR), review of existing plans, and any other reasonable efforts shall be made to determine if any underground utilities (i.e.: power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area. As the excavation work approaches the location of any known utilities, the lines shall be uncovered, using extreme caution not to disturb the lines, and adequate measures shall be taken to protect the lines from damage while the work progresses.
7. Any disturbed areas must be returned to existing and safe condition prior to departure.
8. Damage to property-Injuries Beyond First Aid must be immediately reported to Alvaro Meza 214-435-2204 and your Dallas ISD Project Manager.

NOTE: This Document is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This Document is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

Inclement Weather Plan of Action

General Guidelines

PMFs are required to notify and coordinate with the GCs to take proactive steps during inclement weather events. •Construction Services may schedule a coordination call prior to any severe weather event with PMF (in a group call or individually- These calls or meetings may be on a regular or impromptu basis as needed) to share information about projects with medium/high probability of damage to property or interruption to school operations. The intent is to provide Construction Services a complete situational awareness of a school's readiness for return of students, and to eliminate or mitigate risk to DISD's facilities.

PRIOR to Inclement Weather Event:

For projects under construction PMF to provide a report to DISD Construction Services any conditions that may impact campus occupancy or function.

Coordination with DISD Maintenance (Managers and Supervisors) and Custodial Services (campus, and supervisors), along with Principals is REQUIRED. Be prepared to report this coordination.

POST Inclement Weather Event:

- PMFs to conduct a field verification and begin the mitigation phase.
- Work with contractors and appropriate maintenance personnel to create a recovery plan
- Provide Construction Services a real time update - by campus- on said issue(s)•Reporting shall continue as needed till mitigation is completed.

Return of Students and Staff

- PMF Leadership or designee to coordinate with campus Principal and Facility Supervisor. If feasible, PMF Project Manager will be on site for that morning to confirm good working school operations.

Sample Reporting

- 013-FD Roosevelt – No issues to report
- 013-FD Roosevelt- 2. Campus has an issue – Provide detailed description and mitigation.

The intent of this document is to establish a minimum level of proactive steps/reporting, but not be completely inflexible.

After Action Reviews or a Root Cause Analysis may be required. Information should be captured to support these events

[End of Document]



DISD 2020 Bond – General Contractor

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit www.fcbackground.com/clientsignup/
(Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20SC21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - \$74.50 (see Pricing Agreement for details)

Replacement Badge Fee – \$25.00 * Enrollment Fee - \$50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. (\$25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- ♦ FCA notifies your General Contractor of all unpaid invoices.
- ♦ If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

• Current U.S. Driver's License	• U.S. issued photo ID Card
• U.S. Birth Certificate (along with photo id)	• Temporary identification card
• Current US Passport	• Resident Visa
• U.S. Citizenship Naturalization	• Employment Visa
• Foreign Passport	

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

FCA Client Support Team

Phone: (972) 404-4479

Monday - Friday 6:00am – 6:00pm CST_

customer.support@fieldca.com





DISD 2020 Bond – Professional Services

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit www.fcbackground.com/clientsignup/
(Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20PS21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - \$74.50 (see Pricing Agreement for details)

Replacement Badge Fee – \$25.00 * Enrollment Fee - \$50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. (\$25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- ♦ FCA notifies your General Contractor of all unpaid invoices.
- ♦ If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

• Current U.S. Driver's License	• U.S. issued photo ID Card
• U.S. Birth Certificate (along with photo id)	• Temporary identification card
• Current US Passport	• Resident Visa
• U.S. Citizenship Naturalization	• Employment Visa
• Foreign Passport	

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

FCA Client Support Team

Phone: (972) 404-4479

Monday - Friday 6:00am – 6:00pm CST

customer.support@fieldca.com





DISD 2020 Bond - Subcontractor

Step One: Set up your project account with Field Control Analytics formerly FC Construction Services

- Visit www.fcbackground.com/clientsignup/
(Internet Explorer 5.0 or higher required)
- Enter your Project Pass Code: **DI20SC21**

EXISTING CUSTOMERS: You will be required to provide login credentials to complete signup. If you do not know your login credentials contact Customer Support @ customer.support@fieldca.com

You will be required to provide the following information. You will be unable to complete signup without all.

- Billing address and contact information
- Contact information for all authorized users
- Name and contact information for the company that hired you (Prime Contractor)
- Credit card information for payment

ALLOW TWO FULL BUSINESS DAYS FOR ACCOUNT SETUP COMPLETION AND NOTICE TO CLIENT/EMPLOYER

Step Two: Initiate Project Drug Testing, Background Check, and Badging

DISD 2020 Bond - \$74.50 (see Pricing Agreement for details)

Replacement Badge Fee - \$25.00 * Enrollment Fee - \$50.00

1. Upon setup completion, contractor receives **Web Instructions** to download/print **Consent Document**.
2. Consent Document. (\$25.00 handling fee for employees without a properly authorized Consent Document. No appointment necessary and maps are available online.)
3. Most results are available within one business day, but may take up to three. Authorized users will receive an e-mail notification when report results are available.
4. DISD badges will be printed and available for pickup at the facility selected during project setup.

Other Important Information

- ♦ FCA notifies your General Contractor of all unpaid invoices.
- ♦ If a worker fails a drug test, he/she will not be authorized to work for the duration of the project.

Background checks and badging requires one of the following identification sources of a person:

• Current U.S. Driver's License	• U.S. issued photo ID Card
• U.S. Birth Certificate (along with photo id)	• Temporary identification card
• Current US Passport	• Resident Visa
• U.S. Citizenship Naturalization	• Employment Visa
• Foreign Passport	

Acceptable forms of ID do not include the non-US issued Matricula Card.

DISD 2020 Bond Badge Qualifications:

- Negative drug test result
- No felony convictions, no open or pending felony cases for crimes against a minor (no time limit)
- No felony convictions, no open or pending felony cases for crimes against a person (25 years)
- No felony convictions, no open or pending felony cases (7 years)
- No misdemeanor crimes (see misdemeanor offenses below). Misdemeanor records are limited to the previous 7-years.
- No registered sex offenders
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge

Misdemeanor Offenses Include the following:

Possession of a Prohibited Weapon
Unlawful Carrying Weapon
Purchase/Furnish Alcohol to Minor
Assault Causes Bodily Injury
Terroristic Threat
Enticing a Child
Harboring Runaway Child
Violation of a Protective Order
Criminal Mischief
Burglary
Shoplifting
Theft
Larceny
Fraud
Forgery
Passing Forgery Writing
Fleeing from Police Officer
Leaving Scene of Accident
Failure to Stop and Give Information
Fail to Identify Giving False/Fictitious Info
Resisting Arrest
Evading Arrest/Detention
Escape from Custody
Interference with Public Duties
Disorderly Conduct
Interference with Emergency Call
Harassment
Prostitution

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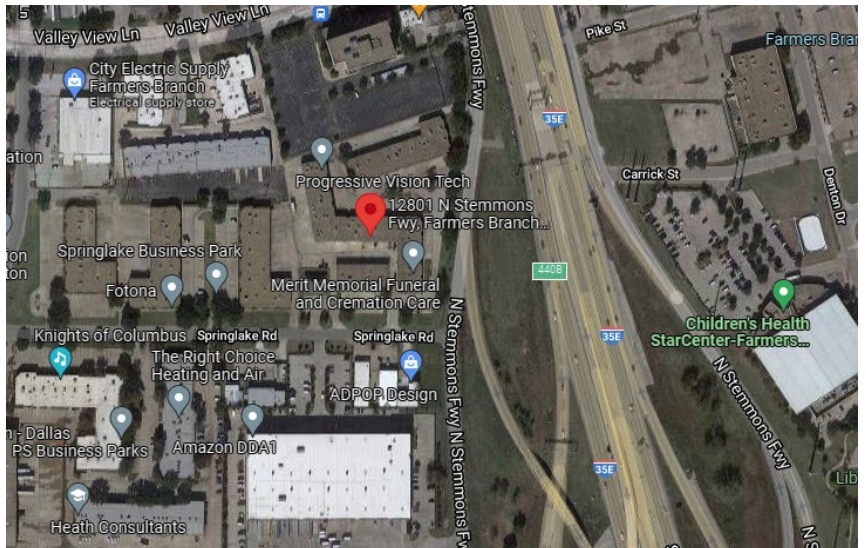
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SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

PART 2 - <<< Revise this Section by deleting and inserting text to meet Project-specific requirements.

PART 3 - Much of this Section consists of Project-specific data. Examples given in the model text in the Evaluations illustrate possible Section content. Use the model text to develop text for specific Project requirements. See Evaluations.

PART 4 - Verify that Section titles referenced in this Section are correct for this Project's Specifications; Section titles may have changed. >>>

4.1 1.1 Related Documents

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

4.2 1.2 Summary

A. A. Section includes:

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

B. B. Related Sections:

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

1.3 Project Information

- A. Refer to Section 00 31 00**

1.4 Scope of Work. The Work consists of:

120 - L.L. Hotchkiss Elementary School - Renovation

- 1. Provide new marquee sign at front entry**
- 2. Provide new way-finding site signage**
- 3. Provide secure front vestibule - Renovation**
- 4. Replace exterior waterproofing/ sealant joints**
- 5. Paint all previously painted exterior surfaces and power wash as required**
- 6. Provide new landscaping**
- 7. Construct new side entry pre-fabricated metal canopy**
- 8. Replace outdated exterior windows**
- 9. Provide security window film at front vestibule**
- 10. Remove and replace concrete sidewalks**
- 11. Replace fire alarm**
- 12. Provide exterior lighting controls**
- 13. Replace exterior lighting with LED**
- 14. Provide/replace IDF & MDF air conditioning units**
- 15. Provide new VAV Boxes**
- 16. Provide security access control and new cameras with pathways (secure front vestibule)**

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

1.6 Schedule of Values for Bid Packages. If multiple project sites are identified in the Work, the contractor shall provide one Schedule of Values for each project site attached to each application for payment. In addition, each school site shall have a separate schedule of values in the CSI format followed in the bid documents, identifying the labor and material components separately. Projects that have both Renovation and Addition scope shall have a sub-total for each of these two categories, within the Schedule of Values.

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

1.8 Phasing. Since the school buildings will be in use during construction, the Work shall be conducted in such a manner as to not interrupt or disturb school activities. THE PHASING PLANS ARE GUIDELINES AND ARE USED TO IDENTIFY A POSSIBLE APPROACH TO THE WORK. THE CONTRACTOR MAY SUBMIT A PHASING PLAN. ANY DEVIATION FROM THE SUGGESTED PLAN CONTAINED IN THE CONTRACT DOCUMENTS MUST BE APPROVED BY THE A/E, PROGRAM MANAGER, AND PRINCIPAL PRIOR TO IMPLEMENTATION.

- A. Temporary classroom space (Swing Space)** if needed, shall be provided by the Contractor. The Contractor will be responsible for all associated planning, permitting, scheduling, installation, removal, site restoration, coordination and costs associated with providing temporary space for classrooms. Temporary classroom space will be in accordance with Section 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS.
- B. The Contractor may submit, as part of the proposal, optional phasing plans** that can potentially save the District time and money.

C. Some work may need to be performed after normal school operating hours, nights and weekends. A DISD representative must be present at the school during times that the Contractor is working at the school site. The Owner will incur overtime costs for DISD staff presence at the school site outside normal hours of school operation, including weekends and holidays. Such overtime costs incurred will be the financial responsibility of the General Contractor and will be credited to the Owner in a manner to be determined by the DISD and the Program Manager.

D. Refer to the School Operations Parameter Statement Section for details of the regular working hours, holidays and procedures for custodial overtime, etc.

E. Work cannot start in a particular Phase until students/staff have been relocated to the designated Swing Space (either in the existing building or in Temporary Buildings outside) or until there is an arrangement in place for alternate shift work involved.

1. Close coordination with the A/E, Program Manager, and the School Staff, will be required of the Contractor.

F. Certain areas included in the Contractor's scope of work may contain furniture, boxes, etc. Protection of these contents is the responsibility of the Contractor.

G. Refer to Construction Documents for additional Phasing information.

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

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

1.11 Use of Technology for Project Management. DISD will furnish information related to accessing web-enabled project management applications for this contract. DISD and the Program Manager will implement project management software, that will be easily accessible through the Internet. Contractor will cooperate with the Program Manager for the implementation and use of this tool.

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

1.12 Permitting. Contractors are responsible for the costs of acquiring the building permit at standard City of Dallas rates.

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

1.14 Construction Specification Index. All construction documentation will follow the Construction Specification Index format followed by the construction bid documents.

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

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 52 14 - TEMPORARY FACILITIES FOR STUDENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DESCRIPTION OF REQUIREMENTS

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

SWING SPACE TYPE	ORG 159 L.L. Hotchkiss Elementary School			
Maximum External Temporary Swing Space Classrooms (to be provided by Contractor)				
Maximum Temporary Restrooms				
Swing Space Classrooms Provided Within Existing Facilities				

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

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

- A. If students must be displaced from classroom areas due to the phasing and execution of the work according to the Contractor's work plan, the Contractor shall be responsible for

- providing, on a turn-key basis, temporary facilities for those displaced students.
- B. If the Contractor elects to utilize Swing Space, they must include all costs associated with the removal, transportation, installation and dismantling, including, but not limited to:
1. Equipment relocation
 2. Transport and setup
 3. Maintenance of the temporary facilities for the duration of their use (i.e. HVAC, electrical, and other building repair and maintenance needed, not custodial maintenance)
 4. Site work and utilities
 5. ADA/TAS Accessible ramps and sidewalks
 6. Stairs
 7. Skirting
 8. Interior finish-out
 9. Miscellaneous specialties (i.e. marker boards, tack boards, flag holders, map clips, fire extinguishers)
 10. Signage
 11. Wall Clock and bell to interface with the existing system at the school
 12. Coordination with movers for relocation of Furnishings, Fixtures, and Equipment (FF&E)
 13. Breakdown, removal, and transport of the Swing Space at the completion of its use
 14. Restoration of the site following removal of facilities
 15. P.A. to interface with the existing system at the school

1.4 SCOPE OF WORK

The intent of this scope item is for the Contractor to dismantle and remove the District's existing portable building at the site(s) identified in this section, and relocate to the campus requiring swing space as identified in Section 10.7. Contractor shall be responsible for a turnkey dismantling, transportation and setup of these portable buildings.

Schools with existing portables to be utilized for this project and the portable count are as follows:

Name of School	Portable Details (Include ID# and Single/Double)

Removal of Existing Portables from Other Schools. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Program Manager before the temporary buildings are expected to be dismantled and demobilized from any of the above sites. Scope may also involve demolition of sidewalks, canopies, electrical, technology pathways as identified in the contract documents. Again, the intent of this scope of work is for the contractor to provide turnkey dismantling, and removal of identified portables and associated infrastructure. Refurbish site(s) where portables / sidewalks are removed.

Removal of Existing Portables scheduled for Demolition in the footprint of Construction or Staging. If a portable needs to be demolished because it is in the footprint of construction or staging, any necessary Abatement will be the responsibility of the Contractor. After any necessary Abatement, the GC will be responsible for the demolition and removal/disposal of the debris remaining. Refurbish site(s) where portables / sidewalks are removed.

Removal of Existing Portables Not Scheduled for Demolition in the footprint of Construction or Staging. If it is necessary to remove a portable building due to construction or staging at a campus and it is not scheduled for demolition, the GC will be responsible to disassemble, disconnect the portable, and deliver it and set it on blocks at a location designated by Dallas ISD Maintenance (this could be another campus). This would only require that the

GC set the building in the designated location, set on blocks, level, etc. Maintenance will be responsible for setting the portable up (Skirting, walkways, utilities, fire alarm hookup, etc.) at the new location and Maintenance will also be responsible for picking up the awnings, skirting and other related items that had to be disassembled at the original location. Maintenance will also be responsible for authorizing the disconnect and any re-connect of the utilities with their requested move of portables. Where portables were removed for staging, refurbish site(s) to match existent surrounding conditions.

Portables designated to be relocated into another Dallas ISD Location If there is a Dallas ISD portable that is designated to be moved from a Dallas ISD location to a campus needing Swing Space – The GC (with contract for the campus needing the swing space) would be responsible for the disconnecting of any utilities and cabling for fire and technology. The GC, who is to move the building for swing space, will be responsible for the removal of awnings, porches, skirting, etc. and be responsible for the removal of the debris. The General Contractor would then be responsible for re-grading the area. The General Contractor would then be responsible to pick up the completely disconnected portable(s) and transport it (them) to the campus they are assigned by Dallas ISD Construction Services office and then be responsible for the setup and complete reconnection of all utilities, fire alarm, technology, etc. that would match Dallas ISD requirements. At the point the work is complete and/or the swing space is no longer necessary, the GC would be responsible for the disconnect and moving to a location designated by the Dallas ISD and would have no requirement other than to secure the moving permit and to set the portable(s) securely in place. The General Contractor would have responsibility to remove any debris from that disconnect and removal. The General Contractor is responsible for all permitting required to install the portable buildings.

NOTE: In all cases involving swing space, the Campus Principal and Facilities must be appropriately and timely notified and aware of swing space issues, including determination and disposition of portable contents.

Transportation of Existing Portables from Other Schools to the Project. Contractor shall provide turnkey transportation services, including management of any required permits, for safe transportation of existing portables from any of the above site to the project. Any removal and replacement of any fencing, or other obstacles for relocation of such buildings shall be the responsibility of the Contractor.

Installation of Portables at the Project. Provide turnkey services for delivery, set-up, maintenance, removal, and restoration of the site for temporary classroom buildings to accommodate phased construction for the Dallas ISD Construction Services office

- A. Engineering: The Contractor will provide site engineered civil, utility, blocking plan/foundation plan, sidewalk design and deck/ramp design sufficient to receive a Building Permit from the City, for each site for the installation of all temporary classroom buildings. Existing canopies, sidewalks, foundation details, technology, fire alarm etc. at the schools may be used as a guide for the scope expectations also.
- B. Location: The locations of the temporary classrooms are as indicated on the site plan drawings.
- C. Permits: The Contractor will coordinate and obtain the permits as required by the City for placement of the classroom buildings at each site. This includes the permits required for the transportation of the classroom buildings.
- D. Temp. Facilities: Roll off dumpsters will be provided by the Contractor as required for clean-up during installation and removal of swing space.
- E. Clean up: Final broom sweep of the building(s) and removal of trash and debris from each site will be provided by the Contractor prior to occupancy of the swing space by the

students and staff. Floor waxing or shampooing will be provided by the Contractor prior to occupancy by the students and staff. Provisions for site restoration upon completion of the delivery of the modules and/or completion of the scope of work will be provided by the Contractor. Upon the removal of the buildings all underground utilities and/or structures associated with the temporary classroom buildings will be removed and discarded. The concrete sidewalks will be removed and discarded. Rough grading will be performed and new sod will be placed to restore the area to its original condition.

- F. Site Preparation: Dallas ISD has made no provisions for any site preparation and/or demolition as may be required for the delivery and/or installation of the portable buildings. Any site preparation and/or demolition that might be required for installation of the temporary classrooms will be included in the Contractor's scope.
- G. Construction Fencing: The contractor will maintain a clean and safe site environment within the limits of the temporary classroom construction area. Temporary chain link construction fencing 6' high will be installed around the perimeter of the limits of construction.
- H. Sodding: Upon the removal of the buildings, the Contractor will provide sod within the limits of construction associated with the temporary classroom scope of work. Any irrigation of the new sod will be provided by Dallas ISD.
- I. Site Utilities (if applicable): The Contractor will provide the site utility connections required for the temporary classroom buildings. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- J. Storm: All storm water management and any sedimentation control will be the responsibility of the Contractor. Gutters and downspouts will be installed as needed by the Contractor.
- K. Sanitary (if applicable): The Contractor will install all fixtures, stub all sanitary lines below the floor and manifold to one location at the edge of the building(s). All final connections, utility company charges and impact fees that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- L. Water (if applicable): The Contractor will install all fixtures and stub all water lines to one location at the edge of the building(s). All final connections, utility company charges and impact that might be required will be included in the Contractor's scope of work. The Contractor is responsible for consulting with the City regarding requirements for restrooms on school projects that are located in cities other than Dallas. If required by those cities, the Contractor must provide restroom services and utilities as required by local code.
- M. Natural Gas: No provisions for any gas service are anticipated at the present time.
- N. Life Safety: Building(s) will be approved and inspected by the Texas Department of Licensing and Regulation. Any provisions for fire suppression, fire sprinkler system or fire rated assemblies that might be required will be included in the Contractor's scope of work.
- O. Fire Alarm: The contractor will provide and install fire detection systems as required by the building code and the City.

- P. Electrical: The contractor will provide and install electrical systems as required by the building code and the City. Installation and electricity consumption costs associated with the swing space will be the financial responsibility of the Contractor.
- Q. Mechanical: The Contractor will supply and install the standard end mount HVAC units. The condensate from both HVAC units of a classroom building will be harnessed together and discharged into a 24" diameter by 36" deep french drain filled with gravel. All condensate piping will be PVC but will be protected where directly exposed to UV radiation.
- R. Internet Access: The Contractor will provide wireless internet access appropriate for the swing space. Portable technology connectivity shall be coordinated with the Technology Department.
- S. Skirting: After the modules are installed, the Contractor will install full perimeter skirting around the building(s) using the same material and finish as that of the building siding to provide a consistent finish down to grade. Sections of skirting will be perforated as required for proper crawl space ventilation. Access to the crawl space will be accomplished by removing sections of the skirting.
- T. Decks/Stairs: The Contractor will install landings at the exit doors of the building(s) within the limits of construction as required by code and the City. Landings will utilize pressure treated wood construction with slip resistant surface treatment and handrails.
- U. Ramps: The Contractor will install handicapped accessible ramps at the exit doors of the building(s) within the limits of construction as required by code and the Local City. Ramps will utilize pressure treated wood construction with slip resistant surface treatment and handrails.
- V. Sidewalks: The Contractor will install 4' wide, 4" thick, 3,000 psi concrete sidewalks to service the building(s) within the limits of construction. Sidewalks will receive a light broom finish and be poured on select fill and/or sand bed.
- W. Foundation and Anchorage: The swing space facilities should be securely anchored to a foundation system which utilizes some means of structural support, as determined by a certified structural engineer. Provide construction documents that depict the foundation system as designed and certified by a structural engineer.
- X. Hitch/Tires/Axles: Hitches will be removed and stored under building while tires and axles are to remain on the modules. Tires and axles will be removed only if necessary to complete the building installation due to site constraints and will also be placed under the modules.
- Y. Keys. Contractor shall coordinate with the District for re-keying of all swing space buildings. Provide 10 sets of keys for each building. Doors shall be provided with hardware to enable locking of the buildings from the inside also, and shall have vandal resistant hardware.

Dismantling / Removal of Temporary Buildings upon Completion of Work. Contractor shall demobilize/dismantle/ remove the temporary buildings from site only upon mutual agreement with the Program Manager and Dallas ISD. The temporary buildings shall not be removed from site unless the classrooms that are being renovated under the "Work" of the Contract have been substantially completed and all system upgrades/installation/repairs are completed to accommodate students. Under no circumstances shall the temporary buildings be demobilized if it is deemed by the Program Manager and Dallas ISD that student safety is

a potential issue or if the demobilization is likely to adversely impact the student instruction schedule. Contractor shall provide an advance notice of at least five (5) days to the School Principal and the Program Manager before the temporary buildings are expected to be dismantled and demobilized from the site.

Maintenance and Final Cleaning. Dallas ISD will be responsible for the day-to-day cleaning and janitorial services such as floor cleaning, floor vacuuming, trash removal, etc. Contractor shall be responsible for other maintenance of the temporary buildings, including vandalism. Maintenance of building structure and systems (HVAC, Plumbing, Electrical, Lighting, etc.), for the duration that the buildings are on the School site shall be the responsibility of the Contractor. Contractor shall be responsible for rendering the Project site to its original condition after removal of the temporary buildings, including cleaning and grading and ground cover, termination of the temporary facilities and connections per the requirements of the Owner, the City of Dallas and/or the relevant Government Agency or applicable code. Removal of foundations for the buildings, sidewalks, canopies, ramps etc. will be the responsibility of the Contractor.

Coordination with Project Schedule and Phasing Plan. Contractor shall provide a detailed schedule listing all relevant milestones for the installation and dismantling of swing space buildings as part of the overall project schedule. Activities may include, but are not limited to:

1. Texas Accessibility Standards (TAS) submittals, if required,
2. Procurement of permit to transport the prefabricated buildings from another school to the Project site,
3. Procurement and delivery of the prefabricated temporary buildings,
4. Coordination with the power, water, sanitary sewer and any other applicable utility companies to obtain permits and procure additional primary connections, if required.
5. Installation of canopies, sidewalks, fire alarm systems etc.

Lack of understanding of involved coordination and approval processes, and delays caused thereby shall not be grounds for claim(s) for any contract time extension(s). Contractor shall assume a reasonable time frame from the date of issuance of the Notice To Proceed for the installation of these swing space buildings, and coordinate the timing for the delivery and installation of the temporary classroom buildings with the Project schedule.

END OF SECTION 01 52 14