 <p>Rockwall INDEPENDENT SCHOOL DISTRICT</p>	<p>Request for COMPETITIVE SEALED PROPOSALS</p>
<p>RFCSP 2223.08-001 RHHS MULTI-PURPOSE FIELD</p>	

Date	Event
August 26, 2022	1 st Advertisement / Issue Date
September 6, 2022	Pre-Bid Conference – 10:00 A.M. (CST)
September 8, 2022	Last day to submit questions – 12:00 P.M. (CST)
September 9, 2022	Addendum Posted to address questions, if necessary
September 13, 2022	Deadline for submittals at 2:00 P.M. (CST)
September 19, 2022	Recommendation to RISD Board of Trustees
September 23, 2022	Notice to Proceed
October 3, 2022	Construction Start
February 6, 2023	Project Final Completion

** The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be posted in the form of an addendum on the RISD website. Additional addendums may be posted at the discretion of RISD. Potential respondents are responsible for watching the website for such publications.*

Deliver Sealed Responses to:

Rockwall ISD Administration Building
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

Rockwall ISD Purchasing Department:

Jana Hunter, MBA, RTSBA
Director of Purchasing
972-771-0605
jana.hunter@rockwallisd.org

Rockwall ISD Facilities Department:

Tim Lyssy
Director of Project Planning and Construction
972-771-0605
tim.lyssy@rockwallisd.org

Pre-Bid Information:

September 6, 2022 – 10:00 A.M.
Rockwall ISD Administration Bldg.

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals for **TURN-KEY INSTALLATION OF MULTI-PURPOSE FIELD AT HEATH HIGH SCHOOL** per the specifications stated elsewhere in this solicitation document. A response to this solicitation is an offer to contract with Rockwall ISD and its members based on the specifications and standard terms and conditions contained in the bid document.

Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.

Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the RISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents notwithstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.

The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include packaging and transportation unless otherwise noted by the vendor.

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Jana Hunter

Director of Purchasing

August 26, 2022

Date



DISTRICT OVERVIEW

Rockwall ISD, situated in Rockwall County, Texas, comprises approximately two-thirds of the county's area and shares the county's boundary lines on the North, West and South. The eastern boundary of the district is an irregular line running through the town of Fate.

The District currently has 21 campuses comprised of 16 elementary schools, 3 middle schools, 2 high schools, a College and Career Academy and an alternative school. The District currently serves approximately 18,000 students and employs approximately 2300 employees.

Rockwall ISD has grown by more than 3,000 over the last decade and is expected to grow by nearly 3,500 students by 2030.

Rockwall ISD's Call to Action: Rockwall ISD empowers learners to embody independence, value relationships, and achieve excellence as thriving members of a dynamic community.

We believe that:

- Collaborative relationships create a culture where learners thrive.
- An effective learning environment is collaborative, safe, challenging, and responsive to the diverse needs of all students.
- Learning is a partnership that engages all members of our community to empower empathetic and responsible citizens for success among themselves.
- All learners deserve to be challenged in preparation for lifelong learning and future success.

Core Values:

- Relationships
- Innovation
- Excellence



Additional information about Rockwall ISD can be obtained on its website: www.rockwallisd.com



CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Rockwall ISD facilities are required to understand and adhere to the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a work's removal from the facilities and/or the termination of all subcontractor's contract. Vendors are responsible for the suppliers and installers adherence to these policies. All personnel working on RISD facilities will indicate their understanding and agreement to comply with these rules and responsibilities by submitting a response to this solicitation.

1. Vendor's employees, installers and suppliers who will be entering the district should check in with the Rockwall ISD designated representative.
2. Vendor's employees, installers and suppliers must wear picture ID badges while on Rockwall ISD property.
3. The use of any tobacco products are prohibited on district property. These prohibited items include but are not limited to cigarettes, cigars, vapes and smokeless tobacco.
4. Drugs and alcoholic beverages are prohibited.
5. The use of vulgar or improper language is prohibited.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on district property will result in immediate remove from property.
7. School requirements may occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and work with RISD to make-up any scheduling.
8. All contact with student is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and personal protection equipment (as needed).
10. Vendor's employees, installers and suppliers will promptly leave the premises at the end of each work shift or once business purpose has been served.
11. Vendor's employees, installers and suppliers will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Rockwall ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on RISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence, any felony offense against property; or any offense that Rockwall ISD determines to compromise the safety and well-being of staff, students and/or property.
14. Attention should be given to the



TABLE OF CONTENTS

<u>Description</u>	<u>Page Number</u>
Standard Terms and Conditions	6-24
Proposal Documents	25-204
Forms	205-214
Sample Contract	215-238



STANDARD TERMS AND CONDITIONS

The following instructions by the Rockwall Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process. The following Terms and Conditions are standard for the District and apply to all types of purchasing, including this solicitation. In these Terms and Conditions, the terms *respondent*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *RISD*, *owner*, *district*, and/or *government entity* refer to Rockwall Independent School District.

The documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.

Any specifications, details, or specific instructions for this solicitation will be found following these Standard Terms and Conditions. Some of the Standard Terms and Conditions may not be applicable to a specific bid or proposal. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the vendor's bid or proposal documents. If there are specific terms and conditions contained in the bid or proposal documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the bid and solicitation documents shall control. By submitting a bid or proposal, each vendor or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

The district guarantees no minimum dollar amount in purchase orders against this contract. The scope of this request and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.

The RISD can terminate any resulting award for this request with thirty (30) calendar day notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit RISD to terminate this request in order to enter other contracts or make other arrangements for essentially the same services made the subject of this solicitation.

All bids and proposals from the vendor must remain open for acceptance for sixty (60) days after submittal.



AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing in accordance with the RISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement. The functional administrator for this contract is Tim Lyssy, Director of Project Planning and Construction.

CONTACT

Contact between soliciting vendors and user departments during this solicitation process or evaluation process is prohibited. Any attempt by a soliciting firm to contact the department may result in disqualification.

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested in writing to RISD, Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087 (jana.hunter@rockwallisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. The deadline for questions regarding this solicitation is September 8, 2022.

ADDENDA

Written responses to vendor questions shall be presented in the form of an Addendum and posted on the District's website at: <https://www.rockwallisd.com/Page/380>. Respondents should monitor the Purchasing page on the RISD website for such postings. Oral explanations or instructions will not be binding. Rockwall ISD reserves the right to post addendums up to, and including, the business day prior to the deadline. Vendors who submit a bid or proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid or proposal not responsive to the solicitation. Failure to receive such addenda does not relieve the vendor from any obligation under the bid or proposal submitted. All formal written addenda become a part of the vendor bid or proposal documents.



PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Rockwall ISD.

Submissions to this request are due by: September 13, 2022 – 2:00 P.M. (CST)

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet and its use is highly encouraged. Respondents are instructed to submit (1) one original and (1) one copy. The original copy must be plainly marked "ORIGINAL". Please also include one full "original" copy (in searchable PDF format) on a flash drive.

Responses must be delivered in a sealed envelope or container and submitted to the Purchasing Department at the RISD Administration Building in sufficient time to be received and time-stamped on or before the published date and time shown within this document or on any subsequent addenda. No other published dates will be binding. Late submissions will not be accepted. Unsigned, unsealed, faxed or late responses will not be accepted. Rockwall ISD will not be responsible for mail delivered from the post office. No oral, telegraphic, telephonic, electronic mail or facsimile transmitted responses will be considered. RISD Purchasing personnel will be the official time keeper for all submissions.

Each vendor shall furnish the information required by the solicitation documents. Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the instructions and requirements of this solicitation and the completeness and clarity of content. Links to web sites for supporting documentation are not acceptable. Expensive bindings, color displays, and advertising materials are not necessary or desired.



Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive. The vendor must sign the Offer Form and return with the other certifications provided herein. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to RISD.

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

Responses deposited with Rockwall ISD may be withdrawn prior to the time set for opening. A response may not be withdrawn after the submittal deadline. By submitting a response, the proposer warrants and guarantees that the document has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. If any exceptions are taken to any portion of the bid or proposal, the vendor must clearly indicate the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the bid or proposal as proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Rockwall ISD and the vendor.

BID OPENING

Submittals may be publicly opened immediately after the response deadline on the same day. Responses received by hand delivery or mail after the stated due date and time will remain unopened. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but RISD's records are a matter of public record.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

- a. Reason for believing collusion exists among respondents
- b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
- c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
- d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order



- e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires
- f. Uncompleted work that, in the judgement of the District, will prevent or hinder the prompt completion of addition work if awarded.
- g. Where the bidder or proposer has failed to perform in a satisfactory manner on a previous purchase order or contract.

RISD expressly reserves the right to:

- a. Reject any or all proposals
- b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
- c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of RISD
- d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
- e. Reissue a request
- f. Consider and accept an alternate proposal as provided herein when most advantageous to RISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
- g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
- h. Procure any item or services by other means to meet time-sensitive requirements
- i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
- j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
- k. Make an award without discussion with any proposer.
- l. Be the sole judge of acceptable proposal responses.
- m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and RISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination



- for convenience. In the event of a termination for convenience hereunder, RISD shall have no liability to vendor for lost or anticipated profit resulting there from.
- n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. RISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

Purchases of service or equipment from a business owned in whole or in part by a Rockwall ISD employee shall be permitted only when approved by the Director of Purchasing and when determination has been made that such equipment or service is not an extension of the employee's regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.

EVALUATION

Proposals may be evaluated by an Evaluation Committee comprised of key Rockwall ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.

To the extent allowed by law, discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

In determining to whom to award a contract and per the Texas Government Code 2269.055, the district will consider and apply any existing laws, including any criteria, related to historically underutilized business and any existing laws, rules or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged business. The district may also consider the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated after each criteria item.



Govt. Code 2269	Criteria	Weight
(1)	Proposal construction cost, incl. consideration of alternates	60
(2)	Overall history of the proposer's successful, timely completion, work plan management, and construction quality on projects of similar size, scope and type	15
(3)	Probability of satisfactory future maintenance, warranty service, punch item correction, repair and service to be performed by the proposer and subcontractor	10
(4)	Successful prior history of work for the owner on projects of similar size, scope and type	5
(5)	Opinion of the owner regarding the quality of synthetic turf product and shock pad system being offered by the proposer and the degree to which, in the owner's opinion, these products meet the District's needs	10
(8)	Any other relevant factor specifically listed in the request for bids, proposals or qualifications	0

In determining an award of a contract under Texas Government Code 2269.055, the government entity shall:

- a. Consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and
- b. Consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small or disadvantaged business.

As provided by Texas Government Code 2269.054 ("Right to Work"), Rockwall ISD will not consider whether the vendor is a member of, or has any other relationship, with any organization, and the specifications are not intended to, and do not, deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organizations.

It is the intent and policy of the District not to discriminate on the basis of sex, disability, race, color, or national origin in its programs and/or activities, nor in its employment practices.

LOBBYING

In order to ensure the integrity of the selection process, the vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials involved in the solicitation from the date it is released until the award.



AWARD

Successful vendor(s) may be notified in writing of District's award. No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of Rockwall ISD by means of a Notice to Proceed and/or Authorized Purchase Order or signed contract after a recommendation has been accepted by the RISD Board of Trustees. If respondent requires any other agreement, a draft document must be provided with the proposal. No work shall begin, goods procured or delivered, or costs incurred by vendor until the notice is received. Any cost incurred by the vendor prior to the notice shall not be reimbursed by the District.

Tabulations may be requested by contacting the Director of Purchasing via email upon award of a contract based upon approval by the RISD Board of Trustees, if required. Otherwise, information may be released after award of the contract by the Superintendent or designee.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Rockwall ISD Board of Trustees or its designee. Rockwall ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

Per CH Local of District Policy - The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. The purchase order number shall appear on all itemized invoices to ensure payment. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office without an authorized purchase order. Completing work or providing product without a purchase order may result in non-payment by the district and/or termination of awarded contract.

The District is a tax-exempt entity under Texas law. Vendor should not include tax on its bid, proposal, quote or invoice to the District. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery.

Invoices shall indicate the purchase order number and be submitted to RISD Business Office, Attn: Accounts Payable, 1050 Williams Street, Rockwall TX 75087 or emailed to accountspayable@rockwallisd.org.

The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by RISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by RISD. All prices shall be F.O.B. destination.

District shall make all payments under this Agreement from current revenues available. In the event no funds,



or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, District shall notify vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the Vendor to the District prior to the termination date.

GOODS

The vendor warrants that it owns and is legally able to transfer ownership of the goods or materials that are the basis of the solicitation to Rockwall ISD. The vendor warrants that it owns a clear title free of any materialman's, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to Rockwall ISD. Any breach to this warranty of title shall be considered a default by the vendor and good cause for termination of the award, contract, or purchase order.

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Rockwall ISD. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by Rockwall ISD, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless Rockwall ISD elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by Rockwall ISD or cured by the vendor.



Respondent agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify RISD to this effect in writing within two weeks after the signing of this a contract. If RISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify RISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. RISD may pay vendor for the reasonable cost (as determined by RISD) of his/her search as to infringements.

Respondent warrants that the product sold to RISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, RISD may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by RISD at vendor's expense.

The terms of the agreement are "no arrival, no sale". The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them.

The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Rockwall ISD.

DELIVERY

Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and the vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the vendor may reasonably notify the district of his intention to cure and may then make a conforming tender within the contract time but not afterward.

The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) vendor's name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the



container bearing the packing slip. The vendor shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.

NOTICE OF DELAYS

Whenever the vendor encounters any difficulty which delays or threatens to delay timely performance, the vendor shall immediately give notice, in writing, to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by Rockwall ISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

The vendor shall provide, at no cost to DISTRICT, at least one (1) copy of any Safety Data Sheet (SDS) applicable to any goods or materials to be supplied by the vendor in response to this solicitation.

WARRANTIES

Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, the District may give preference to longer warranties when evaluating the bid or proposal.

The price to be paid by Rockwall ISD shall be that contained in vendor's response, which the vendor warrants to be no higher than the vendor's current prices on orders by others for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others or, in the alternative, Rockwall ISD may cancel this contract without liability to the vendor for breach or the vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Rockwall ISD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a project ("subcontractor" in Texas Labor Code 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 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 furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.

The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

INSURANCE

The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible for making



sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Insurance must remain in effect for the duration of this contract. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, RISD. The contractor shall notify the district in writing by certified mail or personal delivery, within ten 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. 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 district showing that coverage has been extended.

Vendor may be required to provide a copy of insurance coverage to RISD. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. The bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "RISD, Attn: Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

The contractor represents to the district that all employees of the contractor who will provide services on the project will be covered by statutory 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 filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor, 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 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.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project 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 project has been completed and accepted by the district.

The contractor shall retain all required certificates of coverage for the duration of the project and for one



year thereafter. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

TERMINATION

Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, RISD reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.

Rockwall ISD shall have the right to terminate any purchase order to, contract with, or awarded to the vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by the vendor, or because of loss of federal funding) or for the District's convenience at any time. Any award, contract, or purchase order is subject to termination by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the solicitation on behalf of the District, is at any time while the solicitation is in effect, an employee of the vendor in any capacity or as a consultant to the District with respect to the subject matter of the Solicitation.

If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

FORCE MAJEURE

Neither the District nor the vendor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The District shall not be responsible for payment for any product or service



delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

CONFLICTS

Effective January 1, 2006 and pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons, hereafter referred to as Vendors) are required to file, on an annual basis, a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website. Information regarding H.B. No. 914 may be obtained from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us>.

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws 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 (Form 1295) 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 business entity is responsible for first electronically filing Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.

GRATUITIES

Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

The District may, by written notice to the vendor, cancel this solicitation, its contract, purchase order, or award



without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Rockwall Independent School District with an intent to secure favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event this contract is canceled by the District pursuant to this provision, Rockwall ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by the vendor to provide such gratuities.

FACILITIES

Rockwall ISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. It is the responsibility of the vendor to ensure that its employees, agents, and subcontractors are not under the influence of drugs or alcohol and/or in possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, or subcontractor of vendor is found to be under the influence and/or in possession of drugs/tobacco, alcohol, or weapons at the time of service, the vendor will be notified at once by District that the individual(s) must be immediately restricted from all Rockwall ISD campuses/departments. Repeated offenses by vendor could result in contract termination for default.

For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

All vendor personnel are required to stay within the designated installation areas and may only enter a teacher's classroom when accompanied by District personnel.

At the time of offer submission, the person or entity submitting an offer must give 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 this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what



constitutes direct contact with students.

Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

Vendors who perform work inside the RISD facilities are hereby notified that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both RISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that RISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan.

Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead.

ABORTION PROVIDERS

Pursuant to Texas Government Code Ann. Chapter 2272, by submitting a bid or proposal and entering a contract with the District on such bid or proposal, the vendor verifies that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the vendor has such a prohibited affiliation or contractual relationship.



PUBLIC INFORMATION ACT (PIA) / FREEDOM OF INFORMATION ACT (FOIA)

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Rockwall ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Rockwall ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

- Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract;
- Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the vendor upon request of the Rockwall ISD; and,

On completion of the contract, either:

- Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the vendor; or
- Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

If the requirements of Subchapter J, Chapter 552, Texas Government Code Ann. apply to this Solicitation or Contract, the vendor agrees that the contract can be terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter. Texas Government Code Ann. Chapter 552.374.

Further, under Texas Government Code Ann. Chapter 552.372(c), Rockwall ISD may not accept a bid from or award a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373 requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Rockwall ISD may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.



INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

Successful respondent shall assign to RISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

MEDIATION

In the event of any dispute arising out of, related to, or regarding vendor's bid or proposal, or charges for goods or services provided by the vendor, those disputes will be resolved under the terms of Texas Government Code Ann. Chapter 2251. The vendor further agrees that any dispute regarding the sufficiency of the goods or services supplied by the vendor that is not resolved by discussion with the District, will be submitted to mediation in Rockwall County, Texas, with a mutually-agreed mediator, before either party may file suit. The costs of the mediator will be divided equally between the parties. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees from the other party.

LITIGATION

This procurement, and any resulting award, contract, purchase order, or other agreement arising out of or related to it, shall be governed and interpreted by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Rockwall County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.



PROPOSAL DOCUMENTS



ROCKWALL HEATH HIGH SCHOOL
MULTIPURPOSE SYNTHETIC TURF FIELD
IMPROVEMENT PROJECT

Rockwall ISD
Rockwall, Texas

Proposal Documents
2022

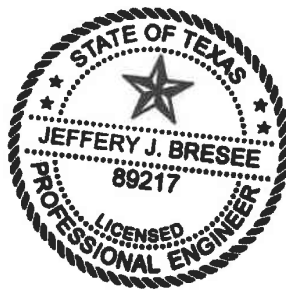
Engineer:

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 100
DALLAS, TX 75234
(817) 507-8305

ROCKWALL HEATH HIGH SCHOOL
MULTIPURPOSE SYNTHETIC TURF FIELD
IMPROVEMENT PROJECT

Rockwall ISD
Rockwall, Texas

Proposal Documents
2022



08/19/22

Prepared by:

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 100
DALLAS, TX 75234
(817) 507-8305

**CONTRACT DOCUMENT INDEX
FOR
ROCKWALL ISD – ROCKWALL HEATH HIGH SCHOOL MULTIPURPOSE SYNTHETIC
TURF FIELD IMPROVEMENT PROJECT**

PART 1 PROPOSAL REQUIREMENTS

RISD Notice
RISD Overview
RISD Terms & Conditions
RISD Responsibility of Respondents
RISD Response Shipping Label
00200 Instructions to Proposer

PART 2 PROPOSAL FORMS

00300 Proposal Form
RISD Offer Form
RISD Forms
Form 1295 Certificate if Interested Parties
00500 Agreement
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed

PART 3 CONDITIONS OF THE CONTRACT

00700 General Conditions
00800 Supplemental General Conditions

PART 4 SPECIFICATIONS OF THE CONTRACT

DIVISION 1 – GENERAL REQUIREMENTS

01010 Summary of Work
01019 Contract Considerations
01039 Coordination and Meetings
01210 Allowances
01300 Submittals
01400 Quality Control
01500 Construction Facilities and Temporary Controls
01263 Temporary Erosion Controls
01600 Materials and Equipment
01700 Contract Closeout

DIVISION 2 – SITE WORK

- 02210 Grading and Earthwork
- 02225 Excavation, Backfilling and Compaction for Utilities
- 02231 Aggregate Base Course
- 02235 Crushed Stone
- 02665 Water Systems
- 02831 Chain Link Fence & Gates
- 02840 Geotextile

DIVISION 3 – CONCRETE

- 03100 Concrete Formwork
- 03200 Concrete Reinforcement
- 03300 Cast-in-Place Concrete
- 03600 Grout

DIVISIONS 4 THROUGH 8 - NOT USED

DIVISION 9 – Finishes

- 09624 Synthetic Turf
- 09825 Tension Netting

DIVISIONS 10 THROUGH 15 - NOT USED

DIVISION 16 – Electrical

- 16115 Electrical Conduit

PART 5 ATTACHMENTS

Geotechnical Report

PART 6 DRAWINGS

Sheets 1 thru 12

PART 1

PROPOSAL REQUIREMENTS

INSTRUCTIONS TO PROPOSERS

TABLE OF ARTICLES

- 1. DEFINITIONS**
- 2. PROPOSER'S REPRESENTATIONS**
- 3. PROPOSAL DOCUMENTS**
- 4. PROCEDURES**
- 5. CONSIDERATION OF PROPOSALS**
- 6. POST PROPOSAL INFORMATION**
- 7. PERFORMANCE BOND AND PAYMENT BOND**
- 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**
- 9. SUPPLEMENTARY INSTRUCTIONS**

ARTICLE 1 DEFINITIONS

- 1.10_ Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the RISD Standard Project Instructions and Requirements, Instructions to Proposers, Proposal Form, and other required legal forms as may be included and listed in the Table of Contents. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.11_ Definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Proposal Documents.
- 1.12_ Addenda are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 1.13_ A Proposal is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- 1.14_ The Base Proposal is the sum stated in the Proposal Form for which the Proposer offers to perform the work described in the Contract Documents as the base, to

which additional sums may be added to or deleted from as the result of the of the Owner accepting Alternate Proposal(s).

- 1.15_ An Alternate Proposal (or Alternate) is an amount stated in the Proposal Form to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents for each Alternate is accepted.
- 1.16_ A Proposer is a person or entity who submits a Proposal who meets the requirements set forth in the Proposal Documents.
- 1.17_ A Sub-proposer is a person or entity who submits a proposal to a Proposer for materials, equipment or labor for a portion of the Work.
- 1.18_ The School District will consider this project's procurement method based on Texas Education Code, title 2, Sub-Chapter B, Section 44.031.

ARTICLE 2 PROPOSER'S REPRESENTATIONS

- 2.1 The Proposer by making a Proposal represents that:
 - 2.1.1 The Proposer has read and understands the Proposal Documents to the extent that such documentation relates to the work for which the Proposal is submitted, and for other portions of the Project, if any, being concurrently or presently under construction.
 - 2.1.2 The Proposal is made in compliance with the Proposal Documents.
 - 2.1.3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the Proposal Documents.
 - 2.1.4 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.

ARTICLE 3 PROPOSAL DOCUMENTS

- 3.1 COPIES
 - 3.1.1 Proposers may obtain complete sets of the Proposal Documents from the issuing office designated in the Advertisement for Proposals in the number and for the sum stated therein.
 - 3.1.2 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither the Owner nor Engineer assumes responsibility for errors or

misinterpretations resulting from the use of incomplete sets of Proposal Documents.

- 3.1.3 The Owner and Engineer may make copies of the Proposal Documents available on the above terms for the purpose of obtaining Proposals on the Work. No license or grant of use is conferred by issuance of copies of the Proposal Documents.

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

- 3.2.1 The Proposer shall carefully study and the Proposal Documents and shall examine the site and local conditions of the Work, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered.
- 3.2.2 Proposers and Sub-Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Engineer at least five days prior to the date for receipt of Proposals.
- 3.2.3 Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. Interpretations, corrections, and changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon them.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.3 If the Engineer approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.
- 3.3.4 No substitutions will be considered before the Contract award unless specifically provided for by addenda.

3.4 ADDENDA

- 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Proposal Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.
- 3.4.3 Addenda will be issued no later than three days prior to the date for receipt of

Proposals except an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.

- 3.4.4 Each Proposer shall ascertain prior to submitting a Proposal that the Proposer has received all Addenda issued, and the Proposer shall acknowledge their receipt on the Proposal Form.

ARTICLE 4 PROCEDURES

4.1 PREPARATION OF PROPOSALS

- 4.1.1 Proposals shall be submitted on the Proposal Forms included with the Proposal Documents. Proposer shall also ensure that the information required on the Contractor's Qualifications Statement and Experience Record and all other forms listed in Part 2 of the Table of Contents are addressed and included in full and submitted with the Proposal.
- 4.1.2 All blanks on the Proposal Form shall be legibly executed in a non-erasable medium.
- 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.
- 4.1.5 All requested Alternates shall be proposed upon. If Alternate renders no change in the Base Proposal, enter "No Change".
- 4.1.6 Where two or more Proposals for designated portions of the Work have been requested, the Proposer may, without forfeiture of the proposal security, state the Proposer's refusal to accept award of less than the combination of Proposals stipulated by the Proposer. The Proposer shall make no additional stipulations on the proposal form nor qualify the Proposal in any other manner.
- 4.1.7 Each copy of the Proposal shall state the legal name of the Proposer and the nature of legal form of the Proposer. The Proposer shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.2 PROPOSAL SECURITY

- 4.2.1 Each Proposal shall be accompanied by a proposal security in the form of a cashier's check or bond in the amount of 5% of the Base Proposal Price. The Proposer pledges to enter into a Contract with the Owner on the terms stated in the Proposal and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Proposer refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the proposal security shall be forfeited to the Owner as liquidated damages, not as penalty. The amount of the proposal security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.
- 4.2.2 The attorney in fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- 4.2.3 The Owner will have the right to retain the proposal security of Proposers to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Proposals may be withdrawn or (c) all Proposals have been rejected.

4.3 SUBMISSION OF PROPOSALS

- 4.3.1 The completed Proposal Form, the proposal security and any other documents containing information that is required to be submitted with the Proposal shall be enclosed in a sealed opaque envelope. Proposal synthetic turf samples shall be enclosed in a spill proof container capable of being shipped via the postal system. The envelope shall be addressed to the party receiving the Proposals and shall be identified with the Project name and the Proposer's name. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- 4.3.2 Proposals, including turf samples, shall be deposited at the designated location prior to the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will be return unopened.
- 4.3.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 4.4.1 A Proposal may not be modified, withdrawn or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting a Proposal.

- 4.4.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. Written confirmation over the signature of the Proposer shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the original Proposal.
- 4.4.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.
- 4.4.4 Proposal security shall be in an amount sufficient for the Proposal as resubmitted.
- 4.4.5 Proposal Withdrawal: No proposal may be withdrawn within thirty days after proposal opening without consent of Owner.
- 4.4.6 The School District has stated that according to the State Attorney General, proposal modifications made on the outside of proposal envelope are to be considered non-responsive and shall not be considered.

ARTICLE 5 CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

At the discretion of the Owner the properly identified Proposals received on time, as defined in the Advertisement for Proposals, will be publicly opened and will be read aloud. Within 10 day of the Proposal Opening, an abstract of the Proposals may be made available to Proposers.

5.2 REJECTION OF PROPOSALS

The owner shall have the right to reject any or all Proposals. A Proposal not accompanied by the correctly completed Proposal Form, a required proposal security, and/or that is lacking data required by the Proposal Documents is subject to rejection.

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

- 5.3.1 It is the intent of the Owner to award a Contract to the Proposer who provides a Proposal that has been submitted in accordance with the requirements of the Proposal Documents; that does not exceed the funds available for this project; and that the Owner, based upon established criteria, feels is the most advantageous.
 - 5.3.1.1 The Owner shall have the right to waive informalities and irregularities in a Proposal received that are not related to the Proposal price and to accept the

Proposal which, in the Owner’s judgment, is in the Owner’s own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, and to determine the most advantageous Proposal while considering of the sum of the Base Proposal and Alternates accepted.

5.3.3 In determining the most advantageous Proposal, Owner will give serious consideration to information derived from Contractor’s Qualifications Statement and Experience Record and other information submitted on the Proposal Form. Proposers not completing this form and submitting all information and materials required will be subject to rejection. Owner may also consider items described in Chapter 44.031(b) of Education Code.

5.3.4 Following the proposal deadline, Owner’s staff will evaluate and rank each proposal submitted in relation to the selection criteria set forth. The Proposal scoring the highest overall value upon evaluation will be deemed the most advantageous Proposal.

5.3.4.1 Following the Proposal evaluation, the Owner will attempt to negotiate an agreement with the Proposer whom they determine to offer the most advantageous Proposal. The Owner may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the Owner is unable to negotiate an agreement with the selected Proposer, the Owner may begin the negotiation process with the second ranked Proposer. This process shall continue until an agreement has been negotiated with a ranked Proposer or the Owner rejects all proposals for this project.

5.3.4.2 The District will select a contractor from the respondents to this request for proposals, or reject all proposals. In addition to the selection criteria referenced in the Texas Education Code section 44.031(b) and Texas Government Code Chapter 2157, the District will rank the proposals based on the following:

<u>WEIGHT</u>	<u>POINTS</u>	<u>CRITERIA</u>
50%	50	Proposed construction cost. Alternates considered at the discretion of the Owner.
20%	20	History of the proposer’s successful, timely completion, work plan management, and construction quality of projects of similar size, scope and type.
10%	10	History of the proposed subcontractor’s successful, timely completion and construction quality of projects of similar size, scope and type.

10%	10	Probability of satisfactory future maintenance, warranty service, punch item correction, repair and service to be performed by the proposer and subcontractor.
10%	10	Opinion of Owner regarding the quality of the synthetic turf products being offered by the proposer and the degree to which, in the Owner's opinion, these products meet the District's needs.

5.3.4.3 The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in the proposal.

ARTICLE 6 POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Proposers shall provide all information required in the Contractor's Qualification Statement and Experience Record. After the proposal date, the Owner reserves the right to request any additional pertinent information from any Proposer as pertaining to the qualifications and experience of the that Proposer's company.

6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Proposer to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Proposals, furnish to the Proposer Reasonable evidence that financial arrangements have been made to fulfill the Owner's obligation under the Contract. Unless such reasonable evidence is furnished, the Proposer will not be allowed to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 **Proposer shall submit a sample of each type of synthetic turf carpet being offered (no infill material) along with a product data sheet for each product.**

6.3.2 The Proposer shall, as soon as practicable or as stipulated in the Proposal Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Engineer in writing:

1. A designation of the Work to be performed with the Proposer's own forces and the Work to be performed by subcontractors;

2. Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment (other than that associated with the synthetic turf system) proposed for the Work; and
- 6.3.3 The Proposer will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.
- 6.3.4 Prior to the execution of the Contract, the Engineer will notify the Proposer in writing if either the Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Engineer has reasonable objection to a proposed person or entity, the Proposer may, at the Proposer's option, (1) withdraw the proposal or (2) submit an acceptable substitute person or entity with an adjustment in the Base Proposal or Alternate Proposal to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted proposal price or disqualify the Proposer. In the event of either withdrawal or disqualification, proposal security will not be forfeited.
- 6.3.5 Persons and entities proposed by the Proposer and to whom the Owner and Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Engineer.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The Proposer shall furnish bonds in accordance with the General and Supplemental General Conditions of this Proposal covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Proposer's usual sources, but surety company must have a Best Key Rating of B+ or better.
- 7.1.2 The cost of securing such bonds shall be included in the Proposal.

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The Proposer shall deliver the required bonds to the Owner not later than fifteen days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Proposer shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

- 7.2.2 Performance Bond and Payment Bonds shall be written in the amount of the Contract Sum. Bonds shall be written on forms in accordance with applicable State of Texas laws.
- 7.2.3 The bonds shall be dated on or after the date of the Contract.
- 7.2.4 The Proposer 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.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Unless otherwise required in the Proposal Documents, the Agreement for the Work will be written the Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum as contained in the Proposal Documents.

ARTICLE 9 SUPPLEMENTARY INSTRUCTIONS

- 9.1 Pre-Proposal Conference
 - 9.1.1 A non-mandatory pre-proposal meeting will be held at the RISD's maintenance office located at 1191 T.L. Townsend Dr., Rockwall, Texas at 10:00 a.m. local time on September 6th, 2022. Representatives of Owner and Engineer will be present to discuss Project. Proposers are encouraged to attend conference. Engineer will transmit to Proposers of record such addenda as Engineer considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.
- 9.2 Non-Collusion Certification
 - 9.2.1 By signing this proposal, the proposer certifies that, to the best of his/her knowledge: neither the proposer nor any business entity represented by the proposer has received compensation for participation in the preparation of the item specifications related to this Proposal Invitation, this proposal has been arrived at independently and is submitted without collusion with any other proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any proposer an unfair advantage over any other proposer with respect to this proposal, the proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, accepted, offered, conferred, or agreed to confer, and will not in future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to

this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal, no attempt has been or will be made to induce any other person or entity to submit a proposal.

- 9.2.2 The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.
- 9.3 Equal Employment Opportunity (EEO) Disclosures
 - 9.3.1 By submission of a proposal, the proposer agrees that in the performance of any contract resulting from award under this proposal, the proposer will comply for the period of the contract with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race religion or veteran status.
 - 9.3.2 The occurrence of any prohibited discrimination will constitute proposer's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the District may terminate the proposer's contract for cause.

PROPOSAL FORM

PROJECT: Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

NAME OF PROPOSER: _____

The undersigned, in compliance with Invitation to make Proposal for Construction Work, has received and examined the Proposal Documents and conditions regarding this project and, having examined the project site, propose to:

1. Hold Proposal valid for at least 60 days after Proposal date.
2. Enter into and execute a contract, if awarded, on the basis of this proposal and to furnish required bonds.
3. Accomplish Work in accordance with the Proposal Documents.
4. Accept provisions of Instructions to Proposers regarding disposition of Proposal Security.
5. Work shall be substantially completed by no later than February 6th, 2023 shall be 100% complete and ready for final payment by no later than February 13th, 2023. It is anticipated that Work will commence as of October 3rd, 2022.

Acknowledgment of receipt of the following Addenda: _____

BASE PROPOSAL:

1. Proposer agrees to accept as full compensation for the Lump Sum Work proposed in the Proposal Documents based upon the Undersigned’s own estimate of quantities and costs, including sales, consumer, use and other taxes and overhead and profit AND THE \$75,000 CONTINGENCY ALLOWANCE, the following sum of:

Numeric Dollars: (\$) _____

Written Words _____

ACCEPTANCE: Upon notification of the acceptance of proposal, Undersigned agrees to execute a contract for above work, for stated compensation. Undersigned further agrees, if awarded Contract, to execute and deliver to the Engineer within three days of the execution of the Agreement, Performance Bond and labor and Material Payment Bond equal to 100 % of the contract sum in accordance with the General and Supplementary Conditions.

Respectfully submitted,

Name of Contracting Firm Address

BY: _____

Seal – If Proposal is by Corporation

PART 2

PROPOSAL FORMS

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Rockwall Independent School District, Rockwall, Texas

(hereinafter called OWNER) and _____.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the work for converting a grass field from natural grass to synthetic turf which work includes demolition work, earthwork, concrete work, utility work including storm drain, water and electrical, installation of synthetic turf surfacing including under-drain, construction of fencing and netting systems, installation of field lighting, and all appurtenant work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

ARTICLE 3 -ENGINEER

3.01 The Project has been designed by SET Engineers, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Date to Achieve Substantial Completion and Final Payment*

A. The Work shall be substantially completed by no later than February 6th, 2023 and shall be 100% complete and ready for final payment by no later than February 10th, 2023, all in accordance with the General Conditions and Supplementary Conditions of the Contract.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for the Work detailed below that is actually completed in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

The Base Proposal and Alternate (if any) with the following negotiated amendments being made to the base proposal:

- A. For all Work based on the Lump Sum Costs proposed in the Proposal Form
_____ (\$)

All specific cash allowances (totaling \$75,000.00) are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).

- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

B. OWNER must retain a minimum of five percent (5%) of each periodic construction payment. If the contract provides for retainage of greater than five percent of the periodic payments, the entire retainage must be deposited into an interest bearing account and paid to the prime contractor upon completion (and acceptance) of the project. The Owner may authorize a partial release of the five percent only after substantial completion of construction. Full payment of retainage may be made only after final project completion and approval.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 Interest shall not be accumulated or paid on retainage unless conditions stated above in sub-paragraph 6.02-B apply.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Proposal Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond (pages 1 to 2, inclusive);
3. Payment Bond (pages 1 to 2, inclusive);
4. General Conditions (pages 1 to 31, inclusive);
5. Specifications as listed in the table of contents of the Project Manual;
6. Drawings consisting of 12 sheets
7. Addenda (if any);
8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Award
 - b. Notice to Proceed
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Felony Conviction

A. Contractor and all subcontractors and suppliers shall insure that all entities with which it contracts or employs shall supply information regarding criminal records history of any full-time employee, agent or consultant and subcontractor who shall be present on a Pottsboro Independent School District existing campus at any time. Under no circumstances shall any entity be allowed to use employees, agents or consultants who have been convicted involving violent behavior and/or sexual misconduct.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five (5) copies. One counterpart each (minimum) has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: ROCKWALL ISD

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

Attest _____

Attest _____

Date: _____

Date: _____

Address for giving notices:

Address for giving notices:

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

ROCKWALL INDEPENDENT SCHOOL DISTRICT
1050 Williams St.
Rockwall, Texas 75087

CONTRACT

Date:

Amount:

Description (Name and Location): Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner under the terms of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to the full amount of the Contract Price. **Deadline: September 13, 2022**

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

ROCKWALL INDEPENDENT SCHOOL DISTRICT
1050 Williams St.
Rockwall, Texas 75087

CONTRACT

Date:

Amount:

Description (Name and Location):

Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

NOTICE OF AWARD

Dated _____, 2022

TO: _____
(PROPOSER)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement

PROPOSAL NO. _____

CONTRACT FOR Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement

(Insert name of Contract as it appears in Proposal Documents)

You are notified that your Proposal dated _____, 2022 for the above Contract has been considered. You are the apparent successful Proposer and have been awarded a contract for

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ \$

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by _____, 2022.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Proposers (paragraph 17) and General Conditions (paragraph 5.1).

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Proposal abandoned, to annul this Notice of Award and to declare your Proposal Security forfeited. Within ten days after you comply with those conditions, OWNER will return to you two fully signed counterpart of the Agreement with the Contract Documents attached.

Rockwall Independent School District
(OWNER)

By: _____

(SIGNATURE)

(TITLE)

Copy to ENGINEER
 (Use Certified Mail,
 Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____

TO: _____

-

(Proposer)

ADDRESS: _____

Contract: Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

(Insert name of Contract as it appears in the Proposal Documents)

Project: Rockwall Heath High School Multipurpose Synthetic Turf Field Improvement Project

OWNER's Contract No. _____

You are notified that the Contract Times under the above contract will commence to run on _____, 2022. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial is February 6th, 2023 and the date of readiness for final payment is February 13th, 2023.

Before you may start any Work at the Site, the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must

(add other requirements)

Rockwall Independent School District

(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

PART 3

CONDITIONS OF THE CONTRACT

**INDEX TO THE
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	4
1.01 <i>Defined Terms</i>	4
1.02 <i>Terminology</i>	6
ARTICLE 2 - PRELIMINARY MATTERS	7
2.01 <i>Delivery of Bonds</i>	7
2.02 <i>Copies of Documents</i>	7
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	7
2.04 <i>Starting the Work</i>	7
2.05 <i>Before Starting Construction</i>	8
2.06 <i>Preconstruction Conference</i>	8
2.07 <i>Initial Acceptance of Schedules</i>	8
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	8
3.01 <i>Intent</i>	8
3.02 <i>Reference Standards</i>	9
3.03 <i>Reporting and Resolving Discrepancies</i>	9
3.04 <i>Amending and Supplementing Contract Documents</i>	9
3.05 <i>Reuse of Documents</i>	9
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS	10
4.01 <i>Availability of Lands</i>	10
4.02 <i>Subsurface and Physical Conditions</i>	10
4.03 <i>Differing Subsurface or Physical Conditions</i>	10
4.04 <i>Underground Facilities</i>	11
4.05 <i>Reference Points</i>	12
4.06 <i>Hazardous Environmental Condition at Site</i>	12
ARTICLE 5 - BONDS AND INSURANCE	13
5.01 <i>Performance, Payment, and Other Bonds</i>	13
5.02 <i>Licensed Sureties and Insurers</i>	14
5.03 <i>Certificates of Insurance</i>	14
5.04 <i>CONTRACTOR's Liability Insurance</i>	14
5.05 <i>OWNER's Liability Insurance</i>	15
5.06 <i>Property Insurance</i>	15
5.07 <i>Waiver of Rights</i>	15
5.08 <i>Receipt and Application of Insurance Proceeds</i>	16
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	16
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	17
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	17
6.01 <i>Supervision and Superintendence</i>	17
6.02 <i>Labor; Working Hours</i>	17
6.03 <i>Services, Materials, and Equipment</i>	17
6.04 <i>Progress Schedule</i>	17
6.05 <i>Substitutes and "Or-Equals"</i>	18

6.06 *Concerning Subcontractors, Suppliers, and Others* 19

6.07 *Patent Fees and Royalties* 20

6.08 *Permits* 20

6.09 *Laws and Regulations* 20

6.10 *Taxes* 20

6.11 *Use of Site and Other Areas* 21

6.12 *Record Documents* 21

6.13 *Safety and Protection* 21

6.14 *Safety Representative* 22

6.15 *Hazard Communication Programs* 22

6.16 *Emergencies* 22

6.17 *Shop Drawings and Samples* 22

6.18 *Continuing the Work* 23

6.19 *CONTRACTOR’s General Warranty and Guarantee* 23

6.20 *Indemnification* 24

ARTICLE 7 - OTHER WORK 24

7.01 *Related Work at Site* 24

7.02 *Coordination* 25

ARTICLE 8 - OWNER’S RESPONSIBILITIES 25

8.01 *Communications to Contractor* 25

8.02 *Replacement of ENGINEER* 25

8.03 *Furnish Data* 25

8.04 *Pay Promptly When Due* 25

8.05 *Lands and Easements; Reports and Tests* 25

8.06 *Insurance* 25

8.07 *Change Orders* 25

8.08 *Inspections, Tests, and Approvals* 25

8.09 *Limitations on OWNER’s Responsibilities* 25

8.10 *Undisclosed Hazardous Environmental Condition* 25

8.11 *Evidence of Financial Arrangements* 26

ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION 26

9.01 *OWNER’S Representative* 26

9.02 *Visits to Site* 26

9.03 *Project Representative* 26

9.04 *Clarifications and Interpretations* 26

9.05 *Authorized Variations in Work* 26

9.06 *Rejecting Defective Work* 26

9.07 *Shop Drawings, Change Orders and Payments* 27

9.08 *Determinations for Unit Price Work* 27

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 27

9.10 *Limitations on ENGINEER’s Authority and Responsibilities* 27

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 27

10.01 *Authorized Changes in the Work* 27

10.02 *Unauthorized Changes in the Work* 28

10.03 *Execution of Change Orders* 28

10.04 *Notification to Surety* 28

10.05 *Claims and Disputes* 28

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 29

 11.01 *Cost of the Work* 29

 11.02 *Cash Allowances* 31

 11.03 *Unit Price Work* 31

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 31

 12.01 *Change of Contract Price* 31

 12.02 *Change of Contract Times* 32

 12.03 *Delays Beyond CONTRACTOR’s Control* 32

 12.04 *Delays Within CONTRACTOR’s Control* 32

 12.05 *Delays Beyond OWNER’s and CONTRACTOR’s Control* 32

 12.06 *Delay Damages* 32

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 33

 13.01 *Notice of Defects* 33

 13.02 *Access to Work* 33

 13.03 *Tests and Inspections* 33

 13.04 *Uncovering Work* 33

 13.05 *OWNER May Stop the Work* 34

 13.06 *Correction or Removal of Defective Work* 34

 13.07 *Correction Period* 34

 13.08 *Acceptance of Defective Work* 34

 13.09 *OWNER May Correct Defective Work* 35

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 35

 14.01 *Schedule of Values* 35

 14.02 *Progress Payments* 35

 14.03 *CONTRACTOR’s Warranty of Title* 37

 14.04 *Substantial Completion* 37

 14.05 *Partial Utilization* 37

 14.06 *Final Inspection* 38

 14.07 *Final Payment* 38

 14.08 *Final Completion Delayed* 39

 14.09 *Waiver of Claims* 39

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 39

 15.01 *OWNER May Suspend Work* 39

 15.02 *OWNER May Terminate for Cause* 40

 15.03 *OWNER May Terminate For Convenience* 40

 15.04 *CONTRACTOR May Stop Work or Terminate* 40

ARTICLE 16 - DISPUTE RESOLUTION 40

 16.01 *Methods and Procedures* 40

ARTICLE 17 - MISCELLANEOUS 40

 17.01 *Giving Notice* 40

 17.02 *Computation of Times* 40

 17.03 *Cumulative Remedies* 41

 17.04 *Survival of Obligations* 41

 17.05 *Controlling Law* 41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Proposal*--The offer or proposal of a Proposer submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Proposal Documents*--The Proposal Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Proposals).

7. *Proposal Requirements*--The Advertisement or Invitation to Proposal, Instructions to Proposers, Proposal security form, if any, and the Proposal form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the

Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Proposal (including documentation accompanying the Proposal and any post Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for

Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the

28. *Notice of Award*--The written notice by OWNER to the apparent successful Proposer stating that upon timely compliance by the apparent successful Proposer with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

35. *Project Manual*--The bound documentary information prepared for the Proposal and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some

portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or

chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of

B. *Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Proposal opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR’s Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and

Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance*: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Proposals (or on the Effective Date of the Agreement if there were no Proposals), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any

duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary

Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from

conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Proposal or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Proposal Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the

Supplementary Conditions. Except for such reliance on such “technical data,” CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER’s Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER’s Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER’s Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the

Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners,

employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full

replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as

insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the

occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be

necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required

tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject

to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Proposal Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but

not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Proposals, or, if there are no Proposals, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Proposals (or, on the Effective Date of the Agreement if there were no Proposals) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any

of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to

show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such

variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants,

and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority

Rockwall ISD
and responsibility for coordination of the activities among
the various contractors will be identified;

RFCS 2223.08-001 RHHS Multi Purpose Field
set forth in Article 5.

Deadline: September 13, 2022

2. the specific matters to be covered by such
authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities
will be provided.

B. Unless otherwise provided in the Supplementary
Conditions, OWNER shall have sole authority and
responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General
Conditions, OWNER shall issue all communications to
CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of
ENGINEER, OWNER shall appoint an engineer to whom
CONTRACTOR makes no reasonable objection, whose status
under the Contract Documents shall be that of the former
ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of
OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR
promptly when they are due as provided in paragraphs 14.02.C
and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and
easements and providing engineering surveys to establish
reference points are set forth in paragraphs 4.01 and 4.05.
Paragraph 4.02 refers to OWNER's identifying and making
available to CONTRACTOR copies of reports of explorations
and tests of subsurface conditions and drawings of physical
conditions in or relating to existing surface or subsurface
structures at or contiguous to the Site that have been utilized
by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to
purchasing and maintaining liability and property insurance are

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as
indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain
inspections, tests, and approvals is set forth in paragraph
13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have
control or authority over, nor be responsible for,
CONTRACTOR's means, methods, techniques, sequences, or
procedures of construction, or the safety precautions and
programs incident thereto, or for any failure of
CONTRACTOR to comply with Laws and Regulations
applicable to the performance of the Work. OWNER will not
be responsible for CONTRACTOR's failure to perform the
Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed
Hazardous Environmental Condition is set forth in paragraph
4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish
CONTRACTOR reasonable evidence that financial
arrangements have been made to satisfy OWNER's obligations
under the Contract Documents, OWNER's responsibility in
respect thereof will be as set forth in the Supplementary
Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during
the construction period. The duties and responsibilities and
the limitations of authority of ENGINEER as OWNER's
representative during construction are set forth in the Contract
Documents and will not be changed without written consent of
OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals
appropriate to the various stages of construction as

ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a

result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any

of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by

OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive Proposals from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such Proposals to OWNER, who will then determine, with the advice of ENGINEER, which Proposals, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be

determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee

for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones)

covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform

ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for

Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from

CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for

which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-5.02 Add the following sentence to the end of paragraph 5.02:

The surety company must have a minimum Best's Key Rating of "B+" or better.

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

iii. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

(1) Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | | |
|-----|--|-----------|
| (a) | State: | Statutory |
| (b) | Applicable Federal (e.g., Longshoreman's): | Statutory |
| (c) | Employer's Liability: | \$500,000 |

(2) Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | | |
|-----|---|-------------|
| (a) | General Aggregate | \$1,000,000 |
| (b) | Products - Completed Operations Aggregate | \$1,000,000 |
| (c) | Personal and Advertising Injury | \$1,000,000 |

00800-1

- (d) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - (e) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- a. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:

Each Accident	\$500,000
Annual Aggregate	\$1,000,000
 - b. Property Damage:

Each Accident	\$500,000
Annual Aggregate	\$1,000,000

SC-5.06.A Delete paragraph 5.06.A in its entirety and insert the following in its place:

- A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the Agreement price. This insurance shall:
 - 1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief,

00800-2

earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.E. Delete GC-5.06.E.

PART 4

SPECIFICATIONS OF THE CONTRACT

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Description of Work:

1. Demolition of existing grass surfaces, abandonment of existing water line and other miscellaneous features as indicated on the drawings.
2. Earthwork, including over excavation, select fill, chemical injection soil stabilization, aggregate base material backfill, compaction and grading and leveling work as required and as specified.
3. Construction of reinforced concrete skirting, flatwork and other miscellaneous concrete surfaces with aggregate base.
4. Utility work including storm drain, water and electrical.
5. Installation of synthetic turf systems including crushed stone under drains.
6. Installation chain link fence and gates.
7. Installation of 40-foot tension netting system.
8. Installation of field lighting and other electrical improvements as indicated on the drawings.

B. Contractor shall be responsible for providing all materials, labor, and equipment needed for the completion of the Work in accordance with the Proposal Documents.

1.2 CONTRACTOR USE OF SITE:

A. Limit use of Owner's property as follows:

1. Protect from harm all existing structure's and/or features of the stadium that are not specified for modification or removal.
2. Stock pile materials and store equipment in areas designated by the Owner. Do not stock pile materials or store equipment in any manner that will prevent Owner from performing routine maintenance or gaining

access to any critical areas of the stadium facility.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Construction Times
- B. Materials Testing

1.2 CONSTRUCTION TIMES:

- A. Regular construction hours shall be during daylight hours, Monday through Friday.
- B. If Contractor feels that it is necessary to work outside of regular construction hours for any reason, Contractor shall notify Engineer in writing a minimum of 24 hours prior to said extended work. Extended hours shall include nighttime work.

1.3 TESTING:

- A. Unless directed otherwise, all testing requirements will be at the directive of the Engineer and as specified in Section 01400, "Quality Control".
- B. The Engineer may, at his direction, waive any tests required by the Specification or Drawing. Unless stated otherwise, the Contractor may not deviate from the tests required by the Specifications and Drawings.
- C. Cost of initial testing shall be the responsibility of the Owner. However, if work fails testing, cost of re-testing shall be the responsibility of Contractor.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Coordination.
- B. Field Engineering.
- C. Preconstruction Meeting.

1.2 COORDINATION:

- A. Coordinate scheduling, submittal, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING:

- A. A control datum for elevation verification shall be established by the Engineer and is noted on the Drawings.
- B. Construction staking shall be provided by the Engineer. Contractor shall submit request for points needed a minimum of 48hours prior to work being performed. Stakes shall be set one time and shall be left in the care of Contractor for protection. If re-staking is required, it shall be the Contractors responsibility to arrange such with the Surveyor.
- C. Contractor shall be responsible for layout of new facilities and other improvements indicated on the drawings, by means of utilizing dimensions and elevation data provided together with actual ground conditions. Layout of new field events shall be per the drawings and shall be laid out and approved by the Owner and Engineer prior to construction.
- D. Contractor to provide field engineering services as required to support his work. Establish elevations, lines, and levels, utilizing recognized

engineering survey practices.

- E. Contractor shall not rely upon the drawings for dimensions and/or measures, but shall physically measure and otherwise verify all dimensions in the field. Contractor shall confirm all drawing dimensions and elevations against those actually measured in the field. If any discrepancies are found, Contractor shall discontinue work and immediately notify Engineer. Work shall not resume until discrepancies are resolved.

1.4 PRECONSTRUCTION MEETING:

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Engineer and Contractor.
- C. Agenda:
 - 1. Distribution of Owner-Contractor Agreement.
 - 2. Distribution of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties in Contract, and the Engineer.
 - 6. Procedures and processing of field decisions, submittal, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Selected materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of Allowances may include the following
 - 1. Betterment and contingency allowances.

1.3 SELECTION AND PURCHASE:

- A. After the earliest practical date after the award of the Contract, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.
- B. At the Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the work.
- C. Purchase products and systems selected by the Engineer from the designated supplier.

1.4 SUBMITTALS:

- A. Submit proposals for purchase of products or systems included in allowances in accordance with Section 01300, Submittals.

1.5 BETTERMENT AND CONTINGENCY ALLOWANCES:

- A. Use betterment and contingency allowance only as directed for the Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. At Project closeout, credit 100% of the unused amount remaining in the betterment and contingency allowance to the Owner by Change Order.

1.6 STIPULATED SUM ALLOWANCES:

- A. Use the stipulated sum allowance for the purchase of materials, labor, installation, overhead and profit to be included in the Base Proposal price.

1.7 VALUE OF ALLOWANCE:

- A. Include a betterment and contingency allowance of \$75,000.00, to be used at the Owner's discretion.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Submittal Procedures.
- B. Construction Progress Schedules.
- C. Shop Drawings.
- D. Product Data.
- E. Manufacturer's Installation Instructions.
- F. Manufacturers' Certificates.

1.2 SUBMITTAL PROCEDURES:

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number, and Specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 5 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.

- I. Revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES:

- A. Submit initial progress schedule within 10 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Indicate estimated percentage of completion for each item of Work on each Application for Payment submission.

1.4 SHOP DRAWINGS:

- A. Submit the number of reproductions which Contractor requires, plus three copies which will be retained by Engineer.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700-- CONTRACT CLOSEOUT.

1.5 PRODUCT DATA:

- A. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.6 MANUFACTURER INSTALLATION INSTRUCTIONS:

- A. When specified in individual Specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and operating, to Engineer in quantities specified for Product Data.

1.7 MANUFACTURER CERTIFICATES:

- A. When specified in individual Specification sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Water and sanitary facilities.
- B. Temporary Controls: Barriers, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and material storage areas.

1.2 TEMPORARY WATER SERVICE:

- A. Contractor shall arrange for temporary water source through the City of Heath, Texas.

1.3 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required facilities and enclosures.

1.4 BARRIERS:

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 WATER CONTROL:

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment if required.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion in accordance with Section 01563, Temporary Erosion Control.

1.6 PROTECTION OF INSTALLED WORK:

- A. Protect installed Work and provide special protection where specified in individual Specification sections.

- B. Provide temporary and removable protection for installed Products. Control activity in immediate Work area to prevent damage.

1.7 ACCESS ROADS:

- A. Provide detours necessary for unimpeded traffic flow.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

1.8 PARKING:

- A. Arrange for temporary surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.9 PROGRESS CLEANING AND WASTE REMOVAL:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS:

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities, driveways, curb and gutter, landscaping and right-of-way used during construction to original condition or better. Restore permanent facilities used during construction to original condition or better.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01563

TEMPORARY EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Temporary measures required to control erosion and sediment during construction at both the Project site and the Earthen Fill Excavation Site. This includes measures to meet the requirements of the National Pollution Discharge Elimination System (NPDES) administered by the Environmental Protection Agency (EPA).
- B. Storm Water Pollution Prevention Plan (SWPPP) creation.

1.2 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. SWPPP Plan
 - 1. Submit plans prepared and sealed by engineer licensed in the State of Texas, one plan for each high school location
- C. Inspection Reports and Certificates:
 - 1. Submit periodic inspection reports and certificates required for SWPPP.
 - 2. Submit Contractor/Subcontractor certifications required for SWPPP.

2 PRODUCTS

NOT USED

3 EXECUTION

3.1 STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

- A. Contractor's Responsibility
 - 1. Prepare a site and Project specific Storm Water Pollution Prevention Plan for both the Project site and the Earthen Fill excavation site.
 - 2. Apply for permit coverage by completing a Notice of Intent for Permit Coverage, as applicable.

3. Pay for Plan creation and all applicable permit fees.
 4. Furnish and install all required storm water temporary and permanent structural and erosion control measures, as well as temporary and final stabilization measures.
 5. Maintain all installed storm water control measures.
 6. Be responsible for all applicable SWPPP requirements such as Project description, sequence of activities, site inspections, site maps showing in-place and proposed controls, best management practices, list of on-site storm water pollutants, non-storm water discharge assessments, revisions of SWPPP, record keeping requirements, on-site posting requirements, Notice of Termination, and all other storm water requirements listed in the TPDES Construction General Permit.
- B. The Owner delegates all storm water requirements to the Contractor. The Owner is not responsible for changes to plans and specifications related to storm water controls.
- C. The Contractor may modify appropriate drawings and specifications by hand, as required in the TPDES Construction General Permit, to show proposed and in-place storm water measures, direction of storm water flow, equipment storage areas, as well as other documentation requirements, for inclusion into Contractor's SWPPP. Any drawing of specification changes or modifications related to storm water controls are strictly for use in the SWPPP and are not to be considered as system design changes. Contractor shall remove Engineer's seal from any documents used.
- 3.2 NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT):
- A. Contractor shall submit a Notice of Intent (NOI) at least 48 hours prior to the start of construction.
 - B. Contractor shall submit a Notice of Termination (NOT) as required by the NPDES regulations.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Transportation and Handling.
- B. Storage and Protection.
- C. Product Options.
- D. Substitutions.

1.2 TRANSPORTATION AND HANDLING:

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.3 STORAGE AND PROTECTION:

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.4 PRODUCT OPTIONS:

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting Specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.5 SUBSTITUTIONS:

- A. Engineer will consider requests for Substitutions only within 20 days after date established in Notice to Proceed. Thereafter, substitutions will not be considered.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may

subsequently become apparent.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or Product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 Products

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Project Cleaning
- B. Operation and Maintenance
- C. Closeout Procedures.
- D. Project Record Documents.
- E. Project Warranty
- F. Turf Surface Warranty

1.2 PROJECT CLEANING

- A. Upon completion of work Contractor shall thoroughly clean project site and any staging areas used of all construction materials, soils and other debris. Contractor shall remove project signs, temporary construction facilities and other equipment from project site. In every way contractor shall leave project site and staging areas in a clean and in a finished state. Existing asphalt or concrete surfaces damaged during construction due to Contractor's neglect shall be removed and replaced in accordance with the Proposal Documents at the Contractor's expense.

1.3 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required for close-out including operation and maintenance manuals and signed warrantees.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Submit executed Affidavit of Bills Paid with final Application for Payment. Affidavit shall state all bills for labor, materials, and incidentals incurred in the construction of the project have been paid in full, and that there are no

claims pending of which the Contractor has been notified. Affidavit shall be signed by the President of the contracting company or an authorized agent.

1.4 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product Substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.
- G. Remove Engineer title block and seal from all documents.

H. Submit documents to Engineer with claim for final Application for Payment.

1.5 PROJECT WARRANTY

A. All materials and work shall be warrantied against defect and/or malfunction under normal use and maintenance procedures for a period of two (2) years. This period shall initiate upon the completion of all work including the requirements of this section.

1.6 SYNTHETIC TURF WARRANTY

A. In accordance with Section 09624, Synthetic Turf.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 02210

GRADING AND EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Earthwork consists of operations required for the excavation of materials; stock piling materials; disposal of excess materials; compaction of sub-grades; chemical injection soil stabilization; placing and compacting select fill; finish grading; and other required operations.

1.2 REFERENCES:

- A. ASTM D 1577--Test for Moisture-Density Relations of Soils (Modified).
- B. ASTM D 2487--Classification of Soils for Engineering Purposes.

1.3 DEFINITIONS:

- A. Classification: Earthwork materials are classified in accordance with definitions in this Article.
- B. Subgrade: Natural soil at the established lines and grades.
- C. General Site Fill: Suitable, clean material excavated on-site or imported borrow material meeting specified characteristics.
- D. Select Fill: Select Fill: Imported, clean material meeting standards set forth in this specification.
- E. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.
- F. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated.
- G. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by ASTM D 1577.

1.4 EXISTING UTILITIES:

- A. Where pipes, ducts and structures are encountered in the excavation but are not shown or specified on the drawings to be abandoned, immediately notify the Engineer.

PART 2 PRODUCTS FOR SOIL STABILIZATION

2.1 SELECT FILL:

- A. Select fill material shall be a 6-inch thick layer of compacted aggregate base course per section 02231 - Aggregate Base Course, overlain on compacted, chemically treated subgrade soils. Select Fill shall be placed everywhere beneath new synthetic is indicated on the drawings, including areas included as alternate proposal.

2.2 CHEMICAL INJECTION:

- A. Product shall be EcSS 3000, ESSL, LLC or approved equal.

2.3 SOURCE QUALITY CONTROL:

- A. Provide materials from same source throughout the project.
- B. A change in source requires sampling, testing, and approval by Engineer.

PART 3 EXECUTION

3.1 SITE PREPARATION:

- A. Clear sites per demolition sheets prior to excavation for each site.

3.2 OVER-EXCAVATION:

- A. Over excavate all area whereon new concrete or synthetic turf surfaces are to be constructed including to points being a minimum of 12 inches beyond the edge of the said surfaces (with the exception of areas in existing concrete surfacing). Over excavation areas shall be excavated as needed to allow room for a minimum depth of 18-inch of compacted Select Fill while also allowing room for over-lying layers (aggregate base/crushed stone/turf system for synthetic turf areas and aggregate base/concrete or asphalt for paved areas). Over excavation shall also be performed as needed to meet the specified finish elevations and grades indicated on the drawings.

3.3 TREATMENT OF SUBGRADES:

- A. Excavate, remove and properly dispose of excess subgrade soils.
- B. Upon completion of cut and chemical injection process, subgrade soils shall be scarified to a minimum depth of 4-inches and thereafter compacted to a minimum density of 95 percent of maximum density per ASTM D 1577 at a moisture content of ± 2 percent of optimum. Subgrade surface shall be proof roll tested in the presence of the Engineer prior to placing Select Fill layers.

3.4 CHEMICAL INJECTION SOIL STABILIZATION:

- A. Chemical injection soil stabilization shall be performed to a minimum depth of 7-feet being measured from the surface of the subgrade after over excavation procedures have been completed. Area to be stabilized shall be as indicated in the drawings.
- B. Chemical injection shall be conducted in accordance with the recommendations made in the Geotechnical Report and per Injection Contractors standard procedures for chemical injection soil treatment.
- C. Testing: Soils treated with chemical injection shall be tested after the injection process is complete and time has elapsed to allow for complete reaction of the chemical with the soil (minimum 48 hours) in order to document the effectiveness and thoroughness of the injection process. One-dimensional swell tests shall be conducted at a minimum rate of one test per each 10,000 square feet of subgrade treated. Test results shall be less than 1%. Portions of the subgrade found to test above 1% shall be re-injected and re-tested until test results indicate less than 1%, as needed to ensure full treatment of the subgrade

3.4 PLACING SELECT FILL MATERIALS:

- A. No Select Fill material shall be placed until chemical injection process is complete and the subgrade soils have been compacted and proof rolled, all as approved by the Engineer. Thereafter, placed and compact Select Fill in layers not to exceed 6-inches in depth. Each layer of Select Fill shall be compacted to a minimum density of 95 percent of maximum density per ASTM D 1577 at a moisture content of ± 2 percent of optimum. Thereafter, place and compact each subsequent layer of Select Fill to a minimum density of 95 percent of maximum density per ASTM D 1577 at a moisture content of ± 2 percent of optimum.
- C. Attaining Proper Bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, scarify surface of underlying layer prior to placement of subsequent layer, as needed to obtain proper bond between layers.
- D. Place materials to lines and grades shown allowing for depth of base and concrete/asphalt.
- E. Maintain aggregate drainage throughout construction.
- F. The material shall be blended sufficiently to secure the best degree of compaction.

3.5 FINAL GRADING:

- A. Upon completion of the grading and compaction process, laser grade or grade using equivalent means, finished subgrades to meet the elevations and grades

indicated on the drawings.

3.6 TESTING

- A. Compaction Testing: Conduct compaction testing for subgrade soils and Select Fill layers at a minimum of one test per each ten thousand square feet of area compacted. Areas found not to meet compaction criteria shall be re-worked and/or re-compacted at the Contractors expense until compaction criteria are met. Contractor shall also be responsible for the costs of additional compaction testing.

- B. Grading Test: For turf field area, conduct in the presence of the Engineer, a string line test on the final grade of the Select Fill surface prior to installation of the geotextile fabric. String line test shall be conducted by pulling a string along the direction of the grade to verify positive drainage. Strings shall be pulled at a minimum interval of 15 feet. Acceptable tolerance for this test shall be 0.06 foot. Areas found to be outside of stated tolerances shall be re-graded at the Contractor's expense and re-tested until entire field meets grading tolerance.

END OF SECTION

SECTION 02225

EXCAVATION, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Excavating, trenching, backfilling and compacting for storm drain, water and electrical utility systems and appurtenances, and trenching for field perimeter drainage systems and appurtenances.

1.2 REFERENCES:

- A. ASTM C33--Coarse Aggregates.
- B. ASTM D698--Moisture-Density Relations of Soils (Standard).
- C. ASTM D1557--Test for Moisture-Density Relations of Soils (Modified).
- D. ASTM D2487--Classification of Soils for Engineering Purposes.
- E. ASTM 2922--Density of Soil and Soil Aggregate In-Place by Nuclear Methods.
- F. ASTM 3017--Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods.
- G. ASTM D4254--Minimum Index Density and Unit Weight of Soils and Calculations of Relative Density.
- H. ASTM D4318--Test for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- I. OSHA--Occupational Safety and Health Administration and Related Regulation

1.3 PROTECTION OR REMOVAL OF UTILITY LINE

- A. The Turf Contractor shall anticipate all underground obstructions such as, but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, concrete, and debris. Any such lines or obstructions indicated on the Drawings show only the approximate locations and shall be verified in the field by the Turf Contractor. The Owner and Engineer will endeavor to familiarize the Turf Contractor with

all known utilities and obstructions, but this shall not relieve the Turf Contractor from full responsibility in anticipating all underground obstructions whether or not shown on the Drawings.

- B. The Turf Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the Work. With the consent of the Engineer and utility owner such service connections may be temporarily interrupted to permit the Turf Contractor to remove designated lines or to make temporary changes in the locations of services. The cost of making any temporary changes shall be at the Turf Contractor's expense.
- C. The Turf Contractor shall notify all utility companies which may have buried utilities in the vicinity of the Work to have their utilities located and marked in the field. All underground utilities shall then be uncovered to verify location and elevation before construction begins.

PART 2 PRODUCT

2.1 MATERIALS:

- A. Use General Site Fill for properly meeting grading and compaction criteria specified herein..
- B. Sand: Sand shall be free from clay lumps, organic and other deleterious material, and have a plasticity index no greater than 12, as determined by ASTM D4318.
- C. Coarse-Grained Soils: Coarse-grained soils for pipe bedding shall be ASTM D2487, Class II or III

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION:

- A. Examine utility routes and coordinate excavation work to eliminate installation conflicts.
- B. Allow room for stockpiling excavated material and utility construction material during utility construction

3.2 TRENCH EXCAVATION:

- A. Procedure: Excavated to indicated or specified depths.
 - 1. Excavate by open cut method.

2. Dispose of unacceptable material obtained by trench excavation and provide suitable materials for backfill as specified in the Contract Documents and as approved by the Engineer.
 3. During excavation, stockpile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides, or cave-ins.
 4. Grade as necessary to prevent surface water from flowing into trenches or other excavations.
 5. Cut banks of trench as nearly vertical as practical. Remove stones as necessary to avoid point-bearing. Over-excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe. Over excavation shall be filled and tamped with crushed rock or other approved material to the required grade.
 6. Excavate the trench the proper width as shown. If the trench width below the top of pipe is wider than specified in this Section or shown, install additional backfill. No additional payment will be made for additional material or work required for installation.
 7. Accurately grade the trench bottom to provide proper bedding as required for pipe installation.
 8. If any excavation is carried beyond the lines and grades required or authorized, the Turf Contractor shall, at his own expense, fill such space with appropriate backfill material as specified in the Contract Documents and as directed by the Engineer. No additional payment will be made
- B. Sheeting and Bracing: Install sheeting and bracing necessary to support the sides of trenches and other excavations with vertical sides, as required by current OSHA regulations.
- C. Water In Excavation: Keep Work free from ground or surface water at all times. Provide pumps of adequate capacity or other approved method to remove water from the excavation in such a manner that it will not interfere with the progress of the Work or the proper placing of other Work.

3.3 PIPE BEDDING:

- A. Pipe Zone: The pipe zone is defined as including the pipe bedding, backfill to one-half the pipe diameter (the springline) and the initial backfill to the depth specified above the top of the pipe.
1. Accurately grade the bottom of the trench 4 inches below the bottom of the pipe and to the limits of the clear space on either side of the pipe.
 2. Place a minimum of 4 inches of compacted granular embedment material below the pipe and 6 inches above the top of the pipe.
 3. The initial layer of embedment material placed to receive the pipe shall be brought up to a grade slightly higher than that required for the bottom of the pipe and the pipe shall be placed thereon and brought to grade by tamping, or by removal of the slight excess amount of embedment under the pipe.
 4. Adjustment to grade line shall be made by scraping away or filling with embedment materials. Wedging or blocking up of pipe will not be permitted.
 5. Each pipe section shall have a uniform bearing on the embedment for the full length of the pipe, except immediately at the joint.
 6. After each pipe has been graded, aligned, placed in final position on the bedding material and joint made, sufficient embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations.
 7. Embedment material shall be deposited simultaneously on each side of pipe and compacted uniformly to the elevation shown on the plans. Class I crushed aggregate may be dumped and Class II GW or GP soils may be dumped and compacted to 40 percent relative density per ASTM D4254. Embedment material shall be shovel sliced, tamped or vibrated to obtain a good bearing surface under the pipe haunch.
 8. Sheeting and shoring will not be allowed in the pipe zone during or after installation of the pipe or embedment material, unless special provisions are made to ensure the specified compaction of bedding and pipe alignment is maintained after removal of sheeting and shoring.

3.4 UTILITY INSTALLATION:

- A. Provide a minimum cover over the top of the pipe as indicated. Provide class of bedding as shown. Install piping and appurtenances as specified.
- B. Excavation for Appurtenances: Excavate sufficiently for valves and similar structures to leave at least 2 feet clear between the outer surfaces and the embankment or timber that may be used to hold and protect the banks. Any over-depth excavation below such appurtenances not directed will be considered unauthorized and will be refilled with concrete, as directed by the Engineer, at no additional cost to the Owner.

3.5 BACKFILLING:

- A. Criteria: Backfill trenches to ground surface or bottom of subbase in paved areas with material as specified. Reopen trenches improperly backfilled to depth required for proper compaction. Refill and compact as specified, or otherwise correct the condition in an approved manner.
- B. Open Areas:
 - 1. Above the pipe zone, deposit Earthen Backfill material per Section 02210 of the specifications in 8-inch lifts. Mound excess material over trench. Earthen Backfill material shall be compacted to 95 percent relative density according to ASTM 2922.
 - 2. All forms, lumber, trash and debris shall be removed from trenches, and other utility structures. Backfill for utility pull boxes and other utility structures shall be placed in accordance with applicable Specification Sections.

3.6 DISPOSAL OF EXCESS MATERIAL:

- A. Remove waste and excess excavated material from the construction site before final inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All cost associated with waste material removal and disposal shall be paid for by the Turf Contractor.

END OF SECTION

SECTION 02231

AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Aggregate base material, consisting of crushed or uncrushed coarse and fine aggregate material, as necessary to meet the requirements herein and in conformity with lines, grades, compacted thickness and typical sections shown. To be used beneath all new concrete and as a Select Fill layer beneath the synthetic turf system.

1.2 REFERENCES:

- A. TxDOT Item 247--Flexible Base.
- B. ASTM D 1557--Test Methods for Moisture-Density Relations of Soils (Modified).

1.3 SUBMITTALS:

- A. Refer to Section 01300 for submittal requirements.
- B. Samples: Aggregate samples of material as required by the testing laboratory.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Aggregate Base Course shall be hauled in tight trucks previously cleaned of all dirt and foreign material.
- B. Place aggregate base course the same day as delivered to the job site unless otherwise approved by the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Aggregate Base Course shall meet the requirements TxDOT Item 247--Flexible Base, type A Grade I or II, with material larger than 2 inches removed.

PART 3 EXECUTION

3.1 EXAMINATION:

- A. Place material only after the subgrade has been properly constructed and inspected.

3.2 PREPARATION:

- A. Do not place aggregate base material on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT:

- A. Place aggregate and compact to 95% standard density \pm 2% of optimum moisture.
- B. Upon completion, the material shall be smooth and in conformity with the typical sections as shown.
- C. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES:

- A. Correct any deviation in grade by loosening, adding or removing material, reshaping and re-compacting at the Contractor's expense.
- B. Base material for each area of asphalt removal and replacement shall be tested for planarity by pulling string lines from top asphalt to top of asphalt edge across the repair area to ensure minimum asphalt thickness can be realized. Any area found to measure less than 2 inches of clearance shall be marked and regarded so as to allow a minimum of 2 inches of clearance.

3.5 FIELD QUALITY CONTROL:

- A. If the aggregate base material should be observed to be loose or out of planarity, it shall be reworked, re-compacted and refinished at the Contractor's expense.

END OF SECTION

SECTION 02235

CRUSHED STONE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Crushed angular stone as pipe bedding and trench backfill in the field perimeter drainage system and as synthetic turf under-drain system over entire surface of stadium field.

1.2 REFERENCES:

- A. ASTM D 6155 - Standard specification for crushed aggregate for Macadam Pavements.
- B. ASTM C 136 - Test method for sieve analysis for fine and coarse aggregate.

1.3 SUBMITTALS FOR REVIEW:

- A. Section 01300 - Submittals: Procedures for Submittals
- B. Sieve Analysis: Provide copies of analysis results for stone.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Stone shall be crushed with angular faces on all sides in accordance with the following gradation criteria:
 - 1. Stone type:
 - a. Limestone
 - b. Granite
 - 2. Base Stone - Gradation shall meet the requirements of standard gradation mixture 570 (57 stone) Or 670 (67 stone).
 - 3. Finish Stone – 3/8-inch minus crushed stone material
- B. Crushed stone materials shall be a washed product (less than 2% fines by weight) and shall be a uniform, well graded mixture. Materials shall be stored and placed taking care to protect material as such.

PART 3 EXECUTION

3.1 PREPARATION

- A. Ensure geotextile fabric is properly installed across entire surface of field prior to placing stone. Care shall be taken to protect fabric from puncture and/or tear during placement of rock.

3.2 PLACING CRUSHED STONE:

- A. Placement shall be completed so as to protect the geotextile from displacement, puncture or damage during work. Any tears, punctures or other damage to the geotextile during work shall be repaired at the contractors expense.
- B. Place Base Stone to a uniform depth of 4-1/2 inches over the entire surface of field. Thereafter, place 1/2-inches of Finish Stone as needed to meet gradation requirements and to lock up the surface of the rock so as to create a non-yielding finished stone surface.

3.3 TESTING

- A. Gradation Test: Upon completion of grading work, Contractor shall conduct (in the presence of the Engineer) a string line test by pulling a string from the crown of the field to the edge of the field. Strings shall be pulled at a minimum interval of 15 feet. Acceptable tolerance for this test shall be 0.04 foot. Areas found to be outside of stated tolerances shall be re-graded at the Contractor's expense and re-tested until entire field meets grading tolerance.

END OF SECTION

SECTION 02665

WATER SYSTEMS

PART 1 GENERAL

1.1 REFERENCES:

A. American Society for Testing and Materials (ASTM):

1. ASTM D2737--Polyethylene (PE) Plastic Tubing.

B. American Water Works Association (AWWA):

1. AWWA C901--Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 1/2 inch through 3 inches for Water..

1.2 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Product Data: Manufacturer's product data sheets on all materials incorporated into work.

C. Quality Control Submittals: For information only.

1. Certificates: Manufacturer's certificates attesting compliance with applicable specifications for grades, types, classes, and other properties.
2. Test Reports: Results of field quality control tests including hydrostatic tests and bacteriological tests.

D. Contract Closeout Submittals: Refer to Section 01700.

1. Protect Record Documents: Submit documents in accordance with Section 01700. Accurately record installed location of piping and accessories.

1.3 QUALITY ASSURANCE:

A. Pipeline installation shall be in accordance with manufacturer's recommendations and as supplemented by these Specifications.

B. Pipe shall be kept clean of all foreign matter.

1. At temporary termination of pipe laying, provide suitable cover to close

open end until burying operations are resumed.

- C. Installation shall be preformed by a plumber licensed in the State of Texas to perform such work.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle products under provisions of Section 01600.

PART 2 PRODUCTS

2.1 PIPE:

- A. Polyethylene pressure pipe (culinary water) per AWWA C901; ASTM D2737:

1. SDR-9; PE2306 or PE3306.
2. Provide stainless steel stiffeners at connections.
3. All pipe shall bear NSF 61 seal of approval.

2.2 FITTINGS:

- A. Brass Fittings: For use with Polyethylene pipe.

1. Polyethylene pressure fittings manufactured to AWWA C 906

2.3 RPZ VALVE AND FROST RESISTANT ENCLOSURE: (Not Used On This Project)

- A. Valve: ANSI/AWWA C150-07 and ASSE 1013 certified.

1. Working Pressure: Rated to 150 PSI
2. Manufacturer:

- a. Zurn, Wilkins
- b. Watts
- c. Approved Equal

- B. Frost Resistant Enclouse

1. Manufacturer:
 - a. AquaShield BFP Series, BFP1-S or BFP2-S, as needed for size.

b. approved Equal

2.5 VALVES:

A. Ball Valves and Drain Valves:

1. Type: Bronze or Brass Body with stainless steel ball and/or stems.
2. Working Pressure: Rated to 200 psi minimum.

2.6 HOSE BIB:

A. Frost Resistant

1. Manufacturer:
 - a. Woodford, model Y95
 - b. Jay R. Smith Inc., Mdl # 5810
 - c. Approved Equal

PART 3 EXECUTION

3.1 PREPARATION:

- A. Prior to installing piping, valves and hose bibs, remove foreign matter from within. Inspect the valves and hose bibs in open and closed position to verify that parts are in satisfactory working condition.

3.2 PIPE INSTALLATION:

- A. Water system shall be work shall be conducted by a certified plumber, licensed in the State of Texas.
- B. Install Pipe inside 3" PVC Conduit. Conduit shall be installed in accordance with the drawings.
- C. Joints:
2. Install joints in accordance with manufacturer's recommendations.

3.3 RPZ VALVE:

- A. Install in accordance with City of Heath standards.
- B. Install RPZ valve and frost resistant cover on reinforced concrete slab.

3.4 DISINFECTION:

- A. Disinfect completed water lines with chlorine as needed to meet local and state disinfection requirements

3.5 LEAKAGE TESTS

- A. Bring water pressure to full operating pressure and visually inspect pipe and fittings for leakage. If leakage occurs, repair and retest.

END OF SECTION

SECTION 02740

DRAINAGE SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES:

pipe A. Drainage systems including perforated and non-perforated polyethylene as storm drain.

1.2 REFERENCES:

- A. ASTM F405 - Standard Specification for Corrugated Polyethylene Pipe and Fittings
- B. AASHTO M 252 - Standard Specification for Polyethylene Corrugated Drainage Pipe.

1.3 SUBMITTALS:

- A. Section 01300 - Submittals: Procedures for Submittals
- B. Product Data: Manufacture's product data sheets on all materials incorporated into work.
- C. Certificates: Manufacture's certificates attesting compliance with applicable specifications, grades, types, classes, and other properties.

1.4 QUALITY INSURANCE:

- A. Pipeline installation shall be in accordance with manufacturer's recommendations and as supplemented by these Specifications.
- B. Pipe shall be kept clean of all foreign matter.
 - 1. At temporary termination of pipe laying, provide suitable cover to close open end until burying operations are resumed.
- C. Jointing shall be by trained employees.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle products under provisions of Section 01600.

PART 2 PRODUCTS

2.1 PIPE:

A. Polyethylene Drain Pipe: ASTM F 405; AASHTO M 252

1. Corrugated exterior, smooth interior polyethylene pipe with perforated wall or non-perforated wall in accordance with the drawings.
2. Manufacturer:
 - a. Advanced Drainage Systems, Inc, N-12 drainage pipe
 - b. Approved equal

2.2 COUPLINGS:

A. Buried couplings for use with polyethylene pipe and field drain pipe:

1. Manufacturer's standard polyethylene coupling.

2.3 PERIMETER TRENCH DRAIN:

A. Pre-formed trench drain using sloped and flat sections as needed to meet specified elevations and grades; and trench drain catch basins.

1. Manufacturer:
 - a. Trench Drain – Aco, K100S with Quicklock 420 galvanized steel slotted grate; or approved equal.
 - b. Catch Basin – Aco, Trench Drain Catch Basin; or approved equal.

PART 3 EXECUTION

3.1 PREPARATION:

- A. In the case of the field perimeter drain, ensure that pipe trenching has taken place in accordance with Section 02225 prior to placing pipe. Also, ensure that impermeable membrane is properly in place.
- B. In the case of other storm drain lines, ensure that pipe trenching and bedding have taken place in accordance with Section 02225 prior to placing pipe.

3.2 PIPE INSTALLATION

A. Preparation

1. Keep inside of pipe free from foreign matter during operations by plugging or other approved method.
2. Place pipe so that full length of each section rests solidly upon pipe bedding, with recesses excavated to accommodate joints. Take up and re-lay pipe when grade or joint is disturbed after laying.
3. Handle pipe and accessories so that pipe placed in trench is sound and undamaged. Take particular care not to injure pipe.
4. Cut pipe neatly when needed, using approved type mechanical cutter without damaging pipe. Use wheel cutters when practicable.

B. Field Perimeter Drain Pipe Bedding:

1. Crushed stone in accordance with Section 02235 "Crushed Stone" which shall be brought up evenly to the spring-line of the pipe. Careful consideration to ensure pipe bedding material is fully placed beneath the haunches of the pipe.

C. Field Perimeter Drain Pipe Backfill:

1. Backfill pipe with crushed stone in accordance with Section 02235, "Crushed Stone" as shown in detail on the contract drawings and in accordance with the specifications. Stone shall be placed, tamped and leveled to create a smooth unyielding surface that forms a uniform slope with the adjacent sub-grade in accordance with the specified grade of the field.

D. Joints:

1. Install joints in accordance with manufacturer's recommendations.

3.3 TRENCH DRAIN INSTALLATION:

- A. Install in accordance with manufacturer guidelines and as indicated on the drawings.

END OF SECTION

SECTION 02831

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Chain Link Fencing.
- B. Chain Link Fence Gates.

1.2 REFERENCES:

- A. ASTM A36--Structural Steel.
- B. ASTM B117--Test Method of Salt Spray (Fog) Testing.
- C. ASTM A121-Zinc-Coating (Galvanized) Steel Barbed Wire.
- D. ASTM A153--Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- E. ASTM A392--Zinc-Coated Steel Chain-Link Fence Fabric.
- F. ASTM A501--Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- G. ASTM A525--General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- H. ASTM A585--Aluminum-Coated Steel Barbed Wire.
- I. ASTM F567--Practice for Installation of Chain-Link Fence.
- J. ASTM F669--Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fences.
- K. ASTM F1083--Pipe, Steel, Hot-Dipped, Zinc-Coated (Galvanized), Welded, for Fence Structures.

1.3 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Product Data: Manufacturer's product data sheets for barbed wire.

C. Shop Drawings: Indicate construction, materials, sizes, and layout of fencing and gates.

D. Quality Control Submittals: For information only.

1. Manufacturer's certificates attesting compliance with specification grades for materials and galvanized finishes thickness.

1.4 QUALITY ASSURANCE:

A. Manufacturer: Provide chain link fencing and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

B. Erector Qualifications: Minimum of two years experience installing similar fencing.

1.5 COORDINATION:

A. Details of fence material and construction in this specification take precedence over those shown. General arrangement of fence shall be as shown.

PART 2 PRODUCTS

2.1 FENCING CONFIGURATIONS:

A. As shown.

2.2 BASIC MATERIALS:

A. General:

1. Pipe and tubing sizes specified are commercial standard sizes.
2. Open seam material is prohibited.
3. Hot-dip galvanize iron and steel components **with black vinyl coating on all surfaces.**

B. Steel Pipe:

1. Schedule 40 Pipe: ASTM F1083.
 - a. Yield Strength: 25,000 psi, minimum.

- b. Galvanized Coating Weight: 1.8 oz. per sq. foot, minimum.
- C. Steel Tubing: ASTM A501, having a minimum zinc coating of 1.8 oz per sq ft.
- D. Structural Steel Shapes: ASTM A36, having a minimum zinc coating of 1.8 oz per sq ft.
- E. Hardware and Accessories: ASTM A153, with 1.8 oz per sq ft. zinc weight, minimum.
- F. Roll Form Shapes: ASTM-A570, Grade 45 with minimum zinc coating of 2.0 oz. per sq. ft.

2.3 FENCING COMPONENTS:

- A. Chain Link Fabric: ASTM A392, Class 1, zinc-coated steel having minimum weight of zinc coating of 1.2 oz per sq ft, one-piece fabric, full height, 2-inch mesh, No. 9 gage wire unless detailed otherwise.
 - 1. Steel Wire: 70,000 psi, minimum tensile strength after coating.
- B. Line Posts: Galvanized steel pipe 3-7/8 inch minimum o.d. per the drawings.
 - 1. Roll formed posts shall have minimum bending strength of 247 pounds over a 6-foot cantilever load.
- C. Top, middle and Bottom Rails (bottom rails only where indicated on the drawings): Galvanized steel pipe, 1-5/8 inch minimum o.d.
 - 1. Provide rails with outside sleeve-type expansion couplings which provide rigid attachment and allow for anticipated movement.
 - 2. Interrupt rails only at posts.
 - 3. Roll form rails shall have minimum vertical bending strength of 237 pounds on 10 foot span.
- D. Corner Posts and Gate Posts: Galvanized steel pipe 3-7/8 inch minimum o.d. per the drawings.
- E. Support Members:
 - 1. Standard structural steel shapes.

2. Custom fabricated fittings and attachments.
3. Anchor bolts and fasteners.

F. Bracing: Compression and tension members.

1. Compression: Galvanized steel pipe, 1-5/8 in o.d., 2.27 lb per lin ft., Schedule 40.

G. Tension Bars: Minimum 3/16 in x 3/4 in, galvanized steel, one-piece for full height of fabric.

H. Metal Bands: Minimum 0.115 in x 7/8 in wide galvanized steel.

I. Tension Wire: 6 gauge galvanized steel spring coil wire.

J. Post Caps: Steel, wrought iron, or malleable iron, designed as weather tight closure cap, one cap per post where barbed wire arm is not used.

2.4 GATES:

A. Swinging Gates: Swinging gates, complete with steel pipe frame, adjustable tension rods, chain link fabric and gate hardware. Fabricate with mitered, welded, weather tight joints. Hot-dipped galvanized construction.

1. Gates: Steel pipe frame, with adjustable tension rods and chain link fabric.

- a. Pipe Frame: Minimum 1-7/8 in. o.d., 2.72 lbs. per lin. ft. Schedule 40.

- b. Tension Rods: Steel truss rod tension bracing.

- c. Chain Link Fabric: Gauge of chain link fabric to match fence. Where not indicated provide same gauge as fabric at fence in which gate is installed.

- (1) Fasten fabric with adjustable hook bolts on all sides.

2. Hardware:

- a. Hinges:

- (1) Pressed or forged steel or malleable iron, non-lift off heavy duty type, offset to permit 180 deg. gate opening.

- (2) Provide 2 pair of each leaf over 6 ft. height.
 - b. Latches:
 - (1) Heavy duty automatically engaging, lockable latch.
 - (2) For double gates: Automatic engaging, lockable latch on one leaf and drop rod type latch on other leaf. Drop rod to be non-removable and non-retractable in closed position.
 - (3) Furnish suitable casting set in concrete to hold gate leaf in place when drop rod is engaged.
 - c. Keepers: Automatically engage and hold open gate until manually released.
- 3. Fabricate gates with padlock hasp for Owner-furnished padlock.
 - 4. Gate Posts shall be the same as corner posts.

PART 3 EXECUTION

3.1 PREPARATION:

- A. Verify suitability of areas to accept installation.
- B. Verify location of underground utilities before starting installation.
- C. Installation constitutes contractor acceptance of conditions and responsibility for performance.

3.2 INSTALLATION:

A. General:

- 1. Do not start installation until final finish grade elevations are established.
- 2. Install in accordance with ASTM F567 unless otherwise indicated.

B. Posts and Rails:

- 1. Provide holes as scheduled:
 - a. Line Posts - 12 inches diameter by 3 feet deep.

- b. Corner/Gate Posts - 18 inches diameter by 3 feet 6 inches deep.
2. Set posts in Class A concrete. Allow 6 inches from bottom of posts to bottom of hole.
3. Plumb posts to 1/4 in. in 10 feet.
4. Slope or dome concrete top to shed water.
5. Space line posts at equal intervals not exceeding 10 feet o.c.
6. Install end posts at corners.
7. Install rails at top, middle and bottom of fencing.
8. Provide expansion couplings in rails at corner end posts.
9. Install bracing assemblies at corner and gate posts.
 - a. Locate compression members at mid-height of fabric.
 - b. Extend diagonal tension members from compression members to bases of posts.
 - c. Install so that posts are plumb when under correct tension.
10. Install post cap on each post.

C. Swinging Gates:

1. Provide 1 inch galvanized pipe (open and closed position) for cane bolt keeper on double gates.
2. Adjust for rigid, non-warping installation, no free swing in open position.

D. Fabric:

1. Pull fabric taut and secure to posts, rails, and supports.
2. Secure so that fabric remains in tension after pulling force is released.
3. Stretch fabric tight between terminal posts, thread tension bars through fabric and secure to posts with metal bands spaced not over 24 in. o.c.
4. Use fabric in one continuous piece between terminal posts. Horizontal

fabric joints not allowed.

5. Use U shaped 9 gauge, soft annealed galvanized steel wire conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least one full turn, spacing 30 in. on center vertically and 30 in. o.c. horizontally.
 6. Bend ends of wire to minimize hazards to persons or clothing.
- E. Tension Bars: Secure with metal bands at 15 in. o.c. Install nuts for tension bar and hardware bolts on side of fence opposite fabric side.

END OF SECTION

SECTION 02840

GEOTEXTILE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Install permeable geotextile across the surface of the field as indicated and detailed in the drawings.

1.2 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for Submittals
- B. Product Data: Manufacture's product data sheets on all materials incorporated into work.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Geotextile:
 - 1. 8 ounce per square yard minimum weight, permeable non-woven geotextile fabric.
 - 2. Seams shall be overlapped at least 24-inches minimum.

PART 3 EXECUTION

3.1 INSTALLATION:

- A. Install geotextile fabric across entire field surface in a tight manner so as to leave no wrinkles or ripples. Fabric shall be stretched and anchored into place by means of landscape stakes or equivalent. Joints between fabric rolls shall be installed with overlaps of at least 12-inches so as to insure 100% ground cover with.
- B. Fabric shall be anchored to nailer board (by means of being pressed between the nailer board and the concrete perimeter) around entire perimeter of field prior to the placement of any crushed stone material. Contractor shall place stone while protecting fabric from movement, tear and puncture, as needed to ensure a 100% cover of the subgrade and aggregate base materials that the fabric is to be placed over.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Design, construction, erection and removal of concrete formwork.
- B. Openings in formwork for other affected work.
- C. Form accessories.
- D. Installation of embedded items.

1.2 REFERENCES:

- A. ACI 301-89--Specifications for Structural Concrete for Buildings.
- B. ACI 347R-88--Recommended Practice for Concrete Formwork.
- C. ASTM A120-84--Pipe, Steel, Black and Hot-Dipped Zinc - Coated (Galvanized) Welded and Seamless.
- D. ASTM D226--Asphalt-Saturated Roofing Felt.
- E. ASTM D1751--Preformed Expansion Joint Fillers (Bituminous Types).
- F. PS 1-74--Construction and Industrial Plywood.
- G. PS 20-70--American Softwood Lumber Standard.

1.3 SYSTEM DESCRIPTION:

- A. Conventional Concrete Formwork:
 - 1. Conventional formwork as specified in this Section for surfaces of cast-in-place concrete.
 - 2. Extent of formwork is indicated by cast-in-place concrete elements shown on Drawings.

1.4 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Product Data: Manufacturer's product data sheets for accessories.

1.5 QUALITY ASSURANCE:

- A. Design Criteria: Conform to ACI 347, Chapter 1, and ACI 301.
- B. Design Responsibility: Contractor is responsible for design, engineering and construction of formwork, including shoring and bracing.
 - 1. Design formwork for loads, lateral pressures and allowable stresses in accordance with ACI 347.
 - 2. Allow for other applicable requirements of authorities having jurisdiction.
 - 3. Design camber into formwork to compensate for anticipated deflection during concrete placement where necessary to maintain specified tolerances.
 - 4. Design formwork to allow removal without damage to concrete surfaces.
 - 5. Contractor is responsible for determining when temporary supports, shores, backshores and other bracing may be safely removed.
- C. Forming Methods:
 - 1. Unless otherwise scheduled or specified, formwork as specified in this Section shall be used or form cast-in-place concrete elements.
 - 2. Where soil is in stable enough condition that it can be shaped to a true and straight surface without caving or sloughing, the following members may be cast against neat cut excavations:
 - a. Unexposed sides of grade beams cast monolithically with slabs.
 - b. Sides of footings.
 - c. Pier caps.

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle materials to avoid damage. Store materials in accordance with manufacture's instructions with seals and labels intact and legible.
- B. Deliver form materials in manufacture's packaging with installation instructions.
- C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.

1.7 COORDINATION:

- A. Notify Engineer at least 48 hours prior to completion of formwork so that the formwork may be observed. Do not place reinforcing steel or concrete until the forms have been observed.
- B. Coordinate block-out sizes for rough openings for other work. Coordinate location and extent of items built-in to concrete formwork.

PART 2 PRODUCTS

2.1 FORM MATERIAL:

- A. Framing: Kiln dried softwood lumber, PS20.
- B. Smooth Forms:
 - 1. Construct formwork with plywood; tempered, concrete-form hard board; dressed lumber with plywood or fiberboard lining; metal; plastic; or metal-framed plywood-faced panel material to provide continuous, straight smooth surfaces. Form material shall be free of raised grain, torn surfaces, worn edges, patches, dents or other defect. Furnish material in largest practical sizes to minimize the number of joints. Form material shall have sufficient strength and thickness to withstand the pressure of newly place concrete without bow or deflection.
 - 2. Use smooth forms on interior and exterior concrete surfaces exposed to view in the completed structure, including exterior face of grade beams.
 - 3. Unless otherwise shown or specified, as a minimum use plywood complying with U.S Product Standards PS-1, "B-B (Concrete Form) Plywood" Class 1, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible trademark of an approved inspection agency.

C. Rough Forms:

1. Construct forms of dressed or undressed lumber free of knots, splits or other defects; plywood; metal; or other acceptable material. Material shall have sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.
2. Rough forms may be used on concrete surfaces that will not be exposed to view in complete structures unless noted otherwise.

D. Shores: Wood or adjustable metal type with bearing plates and with double wedges at bottom.

E. Carton Forms:

1. Corrugated fiberboard box forms fabricated of natural Kraft with liners, completely impregnated with a polyethylene wax blend, and laminated with a waterproof adhesive. Boxes assembled with steel strappings.
2. Forms shaped to design and dimensions as indicated for formed voids.
3. Forms capable of supporting weight of concrete plus a live load of 20 psf on area supported by void form.

2.2 FORM ACCESSORIES:

- A. Form Ties: Factory fabricated, adjustable length, removable or snap-off metal ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal. Provide ties so that portion remaining within concrete is at least 1-1/2 inch from outer surfaces. Provide water seal feature on ties used to form water bearing structures.
- B. Form Coating: Commercial formulation of form oil or form-release agent having proven satisfactory performance. Coating shall not bond with, stain or adversely affect concrete surfaces nor impair subsequent treatment of concrete surfaces, including bonding agents, curing compounds and waterproofing.
- C. Rustications, Bevels, Chamfers: Mill from Northern White Pine, smooth and free of irregularities. Preformed PVC strips may be used for corner chamfers.
- D. Sleeves: Standard weight galvanized pipe, ASTM A120.

2.3 JOINTING ACCESSORIES:

- A. Joint Fillers: Premolded mastic strips, asphaltic impregnated, ASTM D1751.
- B. Bond Breaker: No. 30 asphalt saturated felt, ASTM D226.

PART 3 EXECUTION

3.1 FORMWORK CONSTRUCTION:

A. General:

1. Construct and maintain formwork, in accordance with ACI 347 and these Specifications, to maintain correct sizes of members, shape, alignment, elevation and position during concrete placement and until concrete has gained sufficient strength.
2. Provide for openings, offsets, keyways, recesses, moldings, anchorages and inserts, as required to accommodate other work including mechanical and electrical. Seal such openings to prevent leakage and loss of concrete matrix.
3. Construct forms for easy removal without damage to concrete surfaces.
4. Construct formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints to prevent leakage and fins.
5. Place chamfer strips in forms to bevel exposed edges and corners of members. Edges of formed joints and interior corners shall not be beveled unless shown or specified otherwise. Provide equipment bases with formed beveled edges on vertical and horizontal corners.
6. Provide temporary openings where areas of formwork are inaccessible for cleanout, inspection or concrete placement. Brace openings and set tightly to forms. Locate in as inconspicuous locations as possible.
7. If runways are required for moving equipment, provide for support of runways with struts or legs resting directly on formwork or structural member. Do not allow runways or supports to rest on reinforcing steel.

B. Forms for Surfaces Exposed to View:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Uniformly space form ties and align in horizontal and

vertical rows.

2. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.
3. Form molding shapes, recesses and projections with smooth-finish materials and install in forms with sealed joints to prevent displacement.
4. Form exposed corners to produce square, smooth, solid, unbroken lines. Provide exterior exposed corners with 3/4 inch chamfer.
5. Arrange facing material in an orderly and symmetrical fashion. Keep number of form joints to a practical minimum. Support facing material adequately to prevent deflection in excess of allowable tolerances.
6. For flush surfaces exposed to view in the completed structure, overlap previously placed, hardened concrete with form sheathing by approximately one inch. Hold forms against hardened concrete to maintain true surfaces, preventing offsets or loss of mortar.

C. Edge Forms and Screed Strips (Rails) for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finish slab surfaces. Provide and secure units to support types of screeds required.

D. Formed Voids:

1. Level subgrade material to minimize protrusions on surface and set void boxes in accord with manufacturer's recommendations for purpose intended.
2. Where multiple units are required to cover an area, cover void boxes with cover sheets of material similar to material boxes are made of and staple down to boxes.
3. Top surface shall be plane and at design concrete soffit elevation.
4. Protect carton forms from moisture before concrete placing and form crushing during concrete placing. Remove and replace damaged carton forms prior to placing concrete.

3.2 TOLERANCES:

A. Construct formwork to maintain concrete surface tolerances in accordance with ACI 347, 3.3.1.

- B. Establish sufficient control points and bench marks as references for tolerance checks. Maintain these references in undisturbed conditions until final completion and acceptance of project.

3.3 ADJUSTMENTS OF FORMWORK:

- A. Use wedges or jacks to provide positive adjustment of shores and struts. Fasten wedges used for final adjustment of forms in position after final inspection and before concrete placement.
- B. Securely brace forms against lateral deflections. Prepare to compensate for settling during concrete placement.
- C. For openings, construct wood forms that facilitate any necessary loosening to counteract swelling of forms.

3.4 PREPARATION OF FORM SURFACES:

- A. Before placing concrete, clean surfaces of forms and embedded materials. Remove accumulated mortar, grout, rust and other foreign matter.
- B. Coat forms with form oil or form-release agent before placing reinforcement. Cover form surfaces with coating material used in strict accordance with the manufacturer's instructions. Do not allow excess coating material to accumulate in forms or to contact hardened concrete against which fresh concrete will be placed. Remove coating material from reinforcement before placing concrete.

3.5 INSERTS, EMBEDDED ITEMS, OPENINGS AND ACCESSORIES:

- C. Make provisions for required installation of accessories, bolts, hangers, sleeves, anchor slots and inserts cast in concrete.
- D. Obtain templates or instructions for installation of embedded items and anchor bolts.
- E. Locate and set in place items which will be cast directly into concrete.
- F. Install sleeves or formed openings for pipes, and other work passing through concrete members. Temporarily fill voids to prevent concrete intrusion.
- G. Coat aluminum conduits, pipes and inserts embedded in structural concrete with heavy bituminous coating to prevent material-concrete reaction or electrolytic action between material and steel.

- H. Coordinate work of other sections involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- I. Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- J. Place joint filler in expansion joints. Place building felt bond breaker in control joints where scheduled.

3.5 REMOVAL OF FORMS:

- A. Forms on vertical surfaces, when repair of surface defects or finishing is required before concrete is aged, may be removed in 24 hours provided concrete has hardened sufficiently to resist damage from removal operations.
- B. Remove top forms on sloping surfaces of concrete as soon as concrete has attained sufficient stiffness to prevent sagging.
- C. Loosen wood forms for openings as soon as this can be accomplished without damage to concrete.
- D. Formwork for walls, sides of beams, and other parts not supporting weight of concrete may be removed after 24 hours provided that concrete has hardened sufficiently to resist damage from removal operations and provided the removal of these forms will not disturb members supporting weight of concrete.
- E. Forms and shoring used to support weight of concrete or construction loads shall remain in place until concrete has reached the minimum design strength specified for removal of forms and shoring. In no case shall forms be removed in less than 7 days.
- F. Contractor, at his option and risk, may remove formwork after 7 full days have elapsed after completion of concrete placement, provided that in-place concrete has attained 75 percent of its specified 28 days ultimate compressive strength. At Contractor's expense, provide testing and verification of required specified concrete compressive strengths. In addition, when forms are removed there shall not be excessive deflection or distortion and no evidence of damage to concrete either due to removal of supports or to stripping operations. If such deficiencies are observed, the forms and supports shall remain in-place as specified above.

3.6 REMOVAL STRENGTH:

- A. Control Tests: Suitable strength control tests shall be used as evidence that concrete has attained specified strength for removal of formwork or shoring supporting weight of concrete in beams, slabs and other structural members.
 - 1. Field-Cured Test Cylinders. When field-cured test cylinders reach specified removal strength, formwork or shoring may be removed from respective concrete placements. Strength data from field-cured test cylinders shall be furnished by the Contractor.
 - 2. Laboratory-Cured Test Cylinders: When concrete has been cured as specified for cast-in-place concrete for same time period required by laboratory-cured cylinders to reach specified strength, formwork or shoring may be removed from respective concrete placements. Determine length of time that the concrete placement has been cured by totaling number of days or fraction of days, not necessarily consecutive, during which air temperature surrounding concrete is above 50 degrees F and the concrete has been damp or thoroughly sealed against evaporation and loss of moisture.
- B. Compressive Strengths: Minimum concrete compressive strengths for removal of formwork supporting weight of concrete shall be 100 percent of specified minimum 28-day strength of class of concrete involved.

3.7 RESHORING:

- A. Reshoring is not permitted.

3.8 FORM REUSE:

- A. Do not reuse forms that are worn or damaged beyond repair.
- B. Thoroughly clean and recoat forms before reuse.
- C. For wood and plywood forms to be used for exposed smooth finish, sand or otherwise dress concrete contact surface to original condition or provide form liner facing material. For metal forms, straighten, remove dents and clean to return to original condition.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Reinforcing steel for concrete reinforcement except prestressing tendons.
- B. Grouting of reinforcement dowel bars.

1.2 REFERENCES:

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A82--Steel Wire, Plain, for Concrete Reinforcement.
 - 2. ASTM A185--Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
 - 3. ASTM A615--Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- B. American Concrete Institute (ACI):
 - 1. ACI 315-80--Detailing Reinforced Concrete Structures.
 - 2. ACI 318-89--Building Code Requirements for Reinforced Concrete.
- C. Concrete Reinforcing Steel Institute (CRSI) : CRSI Manual of Standard Practice.

1.3 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Shop Drawings:
 - 1. Indicate reinforcement fabrication, bar placement location, splices, spacing and bar designation, bar type, length, size, bending, number of bars, bar support type, and other pertinent information, including dimensions. Information shall correspond directly to data listed on bill of materials.
 - 2. Provide sufficient detail to permit placement of reinforcement without

use of design drawings.

3. Detail Shop Drawings in accordance with ACI 315.
4. Include bills of materials to be reviewed with Shop Drawings.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Store steel reinforcement above ground on platforms, skids or other supports.
- B. Protect reinforcing, as far as practicable, from mechanical injury, surface deterioration and rusting caused by exposure to weather.

1.5 COORDINATION:

- A. Notify Engineer at least 48 hours prior to completion of reinforcement installation to allow for inspection of reinforcement placement.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Deformed Steel Bars: ASTM A615 Grade 60 including Supplementary Requirements SI, for bars except those shown on Drawings as smooth bars.
- B. Smooth Steel Bars: ASTM A615, Grade 60, for bars shown on the Drawings as smooth bars.
- C. Welded Wire Fabric: ASTM A185, furnished in flat sheets only.
- D. Tie Wire: 18-gage annealed steel.
- E. Bar Supports: Provide sufficient numbers of supports of strength required to carry reinforcement. Bar supports and accessories shall be of sizes required to provide specified concrete cover. Bar supports and other metal accessories shall meet requirements of CRSI Manual of Standard Practice. Use the following type legs for surfaces listed:
 1. Slabs, Walls and Beams: Solid plastic.
 2. Slabs on Grade: Precast concrete bar supports (as an alternate for solid plastic) 3 inch wide, 6 inch long, and thick enough to allow required cover. Embed tie wires in 3 inch sides.

- F. Epoxy Grout: High-strength rigid epoxy adhesive manufactured for purpose of anchoring dowels into hardened concrete.

2.2 FABRICATION:

- A. Marking: Clearly mark bars with waterproof tags showing number of bars, size, mark, length and yield strength. Mark steel with same designation as member in which it occurs. Key marks to concrete placement number as designated on concrete placement sequence Shop Drawings.
- B. Bending: Fabricate bars to the spaces shown on Drawings by cold bending. Bends shall conform to minimum bend diameters specified in ACI 318. Do not straighten or rebend bars without specific approval.
- C. Splices: Locate splices as shown. Where it is necessary to splice reinforcement at locations other than shown, splices shall be approved by Engineer. Use a minimum number of splices and locate them at points of minimum stress. Stagger splices in adjacent bars. Length of lap splices shall be in accordance with ACI 318 unless shown otherwise.
- D. Construction Joints: Reinforcing shall be continuous through construction joints unless detailed otherwise.
- E. Fabrication Tolerances: In accordance with fabrication tolerances of CRSI Standard.

PART 3 EXECUTION

3.1 PREPARATION:

- A. Clean reinforcement free of scale, loose or flaky rust or other foreign material, including oil, mud or coating that will reduce bond to concrete.

3.2 INSTALLATION:

- A. Install reinforcing steel in accordance with applicable codes, reviewed Shop Drawings and CRSI Standard for details and methods of reinforcement placement and supports.
- B. Installation Tolerances: Maintain tolerances in accordance with CRSI Standard.
- C. Interferences: If reinforcing interferes with location of other reinforcing steel, conduits or embedded items, bars may be moved within specified tolerances or one bar diameter, whichever is greater. If greater movement of

bars is required to avoid interferences, notify Engineer. Do not cut reinforcement to install inserts, conduits, mechanical openings or other items without approval of Engineer.

- D. Concrete Cover: Except as otherwise shown, provide a clear cover measured from reinforcement to face of concrete as follows:

Surfaces	Minimum Cover in Inches
Interior not exposed to weather	
Slabs and walls	3/4
Beams and girders	1-1/2
Exterior formed surfaces not in contact with earth or fresh water	
Slabs and walls, #5 and smaller bars	1
Slabs and walls, #6 thru #11 bars	
Formed surfaces	1-1/2
Beams and girders	2
Exterior formed surfaces in contact with earth or water	
Slabs and walls, #5 and smaller bars	1-1/2
Slabs and walls, #6 thru #11 bars	2
Beams and girders	2-1/2
Footings	
Top	2
Bottom and sides	3
Surfaces cast against and permanently exposed to earth	3

- E. Placement in Forms:

1. Use spacers, chairs, wire ties and other accessory items necessary to properly assemble, space and support reinforcing.
2. Provide accessories of sufficient number, size and strength to adequately prevent deflection or displacement of reinforcement due to construction loads or concrete placement.
3. Use appropriate accessories to position and support bolts, anchors and other embedded items.
4. Tie reinforcing bars at intersections and to accessories. Tie alternate

intersections when spacing is less than 12 inches each way. When spacing is 12 inches each way or greater, tie at each intersection. Blocking reinforcement with concrete or masonry is prohibited.

F. Placement for Concrete on Ground:

1. Support reinforcement on chairs with sheet metal bases spaced at approximately 3 feet o.c. each way. Use a minimum of one support for each 9 sq. ft. Tie supports to reinforcing bars.
2. As an alternate, reinforcement may be supported on precast concrete blocks spaced at approximately 3 feet o.c. each way. Use a minimum of one block for each 9 sq. ft. Tie blocks to at least one reinforcing bar using tie wires embedded in block.

G. Splices:

1. Do not splice bars, except at location shown on Drawings or reviewed Shop Drawings, without approval of Engineer.
2. Lap Splices: Tie securely with wire to prevent displacement of splices during placement of concrete.

H. Construction Joints: Place reinforcing continuous through construction joints unless detailed otherwise.

J. Expansion Joints:

1. Do not extend reinforcement through expansion joint.
2. Where shown or scheduled, install smooth steel bar dowels in expansion joints. Apply oil or grease to one end of dowels.

K. Welded Wire Fabric:

1. Install wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh plus 2 inch or 6 inch, whichever is larger, and lace splices with wire.
2. Do not make end laps midway between supporting beams, or directly over beams of continuous structures.
3. Offset end laps in adjacent widths to prevent continuous laps.

L. Field Bending:

1. Shape reinforcing bent during construction operations to meet requirements of the Drawings. Bars shall be cold-bent; do not heat bars.
2. Closely examine reinforcing for breaks. If reinforcing is damaged, replace, Cadweld or otherwise repair as directed by Engineer.
3. Do not bend reinforcement after it is embedded in concrete.

M. Welding: Welding of reinforcing bars is prohibited.

3.3 GROUTING OF REINFORCING BARS:

- A. When required and approved by the Engineer, use approved epoxy grout for anchoring reinforcing steel to hardened concrete in accordance with grout manufacturer's instructions.
- B. Drill hole in existing concrete that is 1/4 inch larger than diameter of reinforcing bar. Immediately prior to installation of the reinforcing bar, clean hole free of debris using compressed air.
- C. Partially fill hole with epoxy. Use enough epoxy so that when bar is inserted, epoxy grout will completely fill hole around dowel.
- D. Dip end of reinforcing bar in epoxy and install into partially filled hole.

3.4 FIELD QUALITY CONTROL:

- A. Inspection of reinforcing steel installation as specified in Section 01400.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Cast-in-place concrete consisting of Portland cement, aggregate, water, and admixtures.
- B. Mix design requirements.
- C. Formwork, reinforcement, joints, and placing requirements.

1.2 REFERENCES:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A. ASTM A615--Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- B. ASTM C31--Making and Curing Concrete Test Specimens in the Field.
- C. ASTM C33--Concrete Aggregates.
- D. ASTM C39--Compressive Strength of Cylindrical Concrete Specimens.
- E. ASTM C94--(1986; Rev. b) Ready-Mixed Concrete.
- F. ASTM C143--Slump of Portland Cement Concrete.
- G. ASTM C172--Sampling Freshly Mixed Concrete.
- H. ASTM C173--Air Content of Freshly Mixed Concrete by the Volumetric Method.

1.3 SUBMITTALS:

- A. Section 01300--Submittals: Procedures for submittals.
- B. Certificates: Mill certificates for bulk cement.
- C. Product Data: Manufacturer's data sheets for Engineer approved additives and bonding agents.

- D. Submit test data on proposed design mixes for each type of concrete to be used in the project to verify that the Specification requirements are met or exceeded.

1.4 QUALITY ASSURANCE:

- A. Project Controls: Provide necessary controls during evaluation of material, mix designs, production and delivery of concrete, placement, compaction, finishing and curing necessary to assure that Work will be accomplished in such a manner to produce the Work in accordance with Contract Documents.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Materials shall be delivered, stored, and handled in a manner to prevent deterioration, contamination, or any other circumstance that would be harmful to cast-in-place concrete.

1.6 PROJECT CONDITIONS:

- A. Do not place concrete during rain, sleet, or snow unless protection is provided and approved by the Engineer.
- B. Coordinate concrete placement schedule with other related work.
- C. Notify Engineer at least 24 hours before placement.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Cement: ASTM C 94, Type I cement, unless approved by the Engineer. Only one brand of any one type of cement shall be used for exposed concrete surfaces of any individual structure.
- B. Fine Aggregate: Aggregate meeting the requirements of ASTM C33.
- C. Coarse Aggregate: Aggregate sizes No. 467 or No. 57 according to ASTM C33 or as approved by the Engineer.
- D. Water: Potable water free from detrimental chemicals and solids that will decrease the strength of the concrete.
- E. Embedded Items: Embedded items shall be of the size and type shown or as needed for the application.

- F. Curing Materials: Curing materials shall be burlap, impervious sheets, or membrane-forming compounds.
- G. Dowels: Plain carbon steel bars, minimum yield point of 40,000 psi for use in slabs on grade.
- H. Expansion Joint Filler Strips: Premolded nonextruding, resilient bituminous or non bituminous type for use in concrete paving or construction, thickness as shown.
- I. Form Materials: Wood, metal or other Engineer approved materials that will produce the specified finishes without adversely affecting the concrete surfaces.
- J. Form Coating: Nonstaining form oil or form-release agent that will not deleteriously affect concrete surfaces nor impair subsequent applications.
- K. Form Ties: Metal, factory-fabricated removable snap-off type, that will not leave holes less than 1/4 inch nor more than 1 inch deep and not more than 1 inch in diameter.
- L. Joint Sealant: As shown or approved by Engineer for sealing joints in concrete against moisture infiltration.
- M. Reinforcement: Bar reinforcement shall be deformed, Grade 60 conforming to ASTM A615. Mesh reinforcement shall be welded wire fabric with wires at right angles to each other.
- N. Bonding Agent: As approved by Engineer.
- O. Admixtures: Air-entraining, retarders, and other admixtures as approved by Engineer.

2.2 MIX DESIGN:

- A. Use Class "A" concrete as specified in TxDOT Item 421--Portland Cement Concrete.
- B. Mixing water shall be potable and not detrimental to the concrete.
- C. The concrete shall contain 4 to 6 percent entrained air and shall meet the requirements of ASTM C260.
- D. Do not use chemical admixtures such as water reducing, retarding and accelerating agents unless approved by the Engineer. The admixtures shall meet the requirements of ASTM C494.

2.3 STORAGE:

- A. Materials shall be stored so as not to deteriorate or become contaminated.

PART 3 EXECUTION

3.1 FORMWORK:

- A. Formwork shall be made mortar tight, properly aligned and adequately supported to produce concrete conforming accurately to the indicated shapes, lines, dimensions, and with surfaces free of offsets, waviness, or bulges.
- B. Unless otherwise shown exposed external corners shall be chamfered, beveled, or rounded by moldings placed in the forms. Chamfer shall be 1" nominal.
- C. Surfaces shall be thoroughly cleaned and coated before each use.
- D. Forms shall be removed at a time and in a manner that will not damage the concrete.

3.2 REINFORCEMENT:

- A. Reinforcement shall be fabricated to the shapes required.
- B. Reinforcement shall be interrupted 2 inches clear on each side of expansion joints.
- C. Reinforcement shall be continuous through contraction and construction joints.
- D. Supports fabricated of plastic, or other Engineer approved material, shall be used to support reinforcement during placing operations.
- E. Dowels and tie bars shall be installed at right angles to joints, accurately aligned parallel to the finished surface, and rigidly held in place and supported during concrete placement.
- F. One end of dowels shall be oiled or greased.

3.3 INSTALLATION OF ANCHORAGE ITEMS:

- A. Installation of anchorage items shall be as shown or required to ensure sufficient anchorage for purpose intended.

3.4 JOINTS:

- A. Contraction Joints: Joints shall be installed as specified or shown.
- B. Expansion Joints: Joints shall be installed as specified or shown.
- C. Construction Joints: Construction joints shall be located as shown or approved by the Engineer.

3.5 PLACING:

- A. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water.
- B. Concrete may be placed directly on impervious surfaces that are thoroughly moistened but not muddy.
- C. During cold weather, in-place concrete shall be protected from freezing weather, throughout the curing period.
- D. During hot weather, a retarder may be used if approved by the Engineer.
- E. Concrete to receive other construction shall be struck to the proper level leaving a textured surface to receive the additional construction.

3.6 CONSOLIDATION OF CONCRETE:

- A. Except for slabs 4 inches or less, each layer of concrete shall be consolidated with internal concrete vibrators supplemented by handspading, rodding, and tamping.
- B. Vibrating equipment shall be adequate to thoroughly consolidate the concrete.
- C. Concrete in slabs 4 inches and less shall be consolidated by compacting and screening.

3.7 FINISHING CONCRETE:

- A. Formed Surfaces:
 - 1. Fins and loose material shall be removed.
 - 2. Unsound concrete, voids over 1/2 inch in diameter, and tie-rod and bolt holes shall be cut back to solid concrete, reamed, brush-coated with

cement grout, and filled solid with a stiff Portland-cement-sand mortar mix.

3. Patchwork shall finished flush with adjoining concrete surfaces and, where exposed, shall match adjoining surfaces in texture and color.

B. Unformed Surfaces:

1. Surfaces shall finished to a true plane with no deviation exceeding 5/16 inch when tested with a 10-foot straightedge.
2. Surfaces shall be screed and floated to the required finish level with no coarse aggregate visible before finishing as specified below.

C. Monolithic Finish:

1. Monolithic finish shall be given to flatwork unless otherwise specified.
2. After the surface moisture has disappeared, floated surfaces shall be steel-trowled to a smooth, even, dense finish, free from blemish including trowel marks.

3.8 CURING:

- A. Curing shall start as soon as free water has disappeared from concrete surfaces after placing and finishing.
- B. Curing materials shall be applied and maintained so as to protect the concrete from moisture loss for 7 days.
- C. Curing shall be accomplished by impervious sheet or membrane-forming curing compound.
- D. Concrete surfaces shall be thoroughly wetted before covering with impervious sheet materials.
- E. Membrane-forming curing compound shall be applied with mechanical spraying equipment at a coverage rate as recommended by manufacturer.
- F. Curing compound shall not be used on surfaces receiving applications depending on adhesion or bonding.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Grout for leveling column base plates, steel beams bearing on masonry, machinery and other equipment and/or accessories.

1.2 REFERENCES:

- A. ASTM C33--Concrete Aggregates.
- B. ASTM C109--Compressive Strength of Hydraulic Cement Mortars.
- C. ASTM C230--Flow Table for Use in Test of Hydraulic Cement.
- D. CRD-C-611--Methods of Test for Flow of Grout Mixtures (Flow-Cone Method).
- E. CRD-C-621--Specification for Non-Shrink Grout.

1.3 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Product Data: Manufacturers product data sheets.
- C. Quality Control Submittals: For information only.
 - 1. Certification: Manufacturer's certification, or certified laboratory test reports, confirming that materials meet specification requirements.
 - 2. Installation instructions.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Deliver non-shrink grout to project site in unopened containers with manufacturer's labels intact.
- B. Store non-shrink grout material in dry shelter and protect from moisture.
- C. Containers that are torn or damaged such that non-shrink grout material has been exposed to elements shall be discarded.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Products of following manufacturers are acceptable subject to meeting specification requirements:

1. Cormix Construction Chemicals (Gifford-Hill).
2. Dayton Superior Corp.
3. Euclid Chemical Co.
4. Five Star Products, Inc.
5. L&M Construction Chemicals.
6. Master Builders.
7. Symons.

B. Substitutions: Under provision of Section 01600.

2.2 NON-SHRINK GROUT:

A. Qualities: Premixed non-metallic non-shrink grout material manufactured under rigid quality control, specially for use in transferring heavy loads.

1. Nonmetallic natural aggregate, nonstaining and noncorrosive
2. Resist attack by oil and water.
3. Minimum initial setting time of approximately one hour at 70 degrees F.
4. Minimum compressive strength of 8500 psi at 28 days when placed at a fluid consistency.
5. Free of gas-producing or gas-releasing agents.
6. Not greater than .04 expansion at 3, 14 and 28 days. Expansion at 28 d days not less than expansion at 3 and 14 days.

B. Standards

1. Overall Product: CRD-C-621.

2. Compressive Strength: ASTM C109, 2 inch cubes.
3. Bleed Performance: CRD-C-611.
4. Flow Factor: ASTM C230.

2.3 RELATED MATERIALS:

- A. Water: Potable.
- B. Pea Gravel: Clean pea gravel, ASTM C 33, coarse aggregate graded so that at least 90 percent passes a $\frac{3}{8}$ -inch sieve and 90 percent is retained by a No. 4 sieve.
- C. Membrane-Forming Curing Compound: As specified in Section 03300.

2.4 MIXING:

- A. Mix materials in accordance with manufacturer's instructions.
- B. Mix as close to area to be grouted as possible. Provide adequate means to transport mixed grout as quickly as possible, and in manner to prevent segregation.
- C. No more grout shall be mixed at one time than can be placed in a period of 15 minutes. After grout has been mixed, do not retemper by adding additional water.
- D. For less than a 4-inch clearance, or where size or shape of space makes grouting difficult, grout mix shall consist of grout material and water.
- E. For greater than 4-inch clearances where coarse aggregate will not obstruct free passage of grout, grout may be extended by adding clean pea gravel if allowed or recommended by the grout manufacturer. Follow manufacturer's recommendation for maximum amount of pea gravel that may be added to mixture.
- F. Use minimum amount of water necessary to produce a flowable grout without causing either segregation or bleeding.

PART 3 EXECUTION

3.1 PROCEDURES:

- A. Installation methods and procedures shall conform to the printed

instructions of the grout manufacturer and these specifications. Where there is a conflict between these specifications and the printed instructions of the grout manufacturer, the printed instructions of the grout manufacturer shall take precedence.

3.2 PREPARATION:

- A. Remove defective concrete, laitance, dirt, oil, grease, and other foreign material from concrete surfaces by bush-hammering, chipping or other similar means, until a sound clean concrete surface is achieved.
- B. Lightly roughen concrete, but not enough to interfere with proper placement of grout.
- C. Remove foreign materials from surfaces in contact with grout.
- D. Align, level and maintain final positioning of components to be grouted. Coat shim with a thin film of grease or wax to facilitate removal.
- E. Provide relief holes to avoid trapping air beneath base plate.
- F. Take special precautions during extreme weather conditions according to the manufacturer's written instructions.
- G. Saturate concrete surfaces with clean water for period of time specified by manufacturer. Remove excess water just prior to grouting.
- H. Immediately prior to grouting, clean surfaces free of contaminants.

3.3 FORMWORK:

- A. Build leak proof forms that are strong and securely anchored and shored to withstand grout pressures. Build forms high enough to provide a "head" of grout where it is required to force grout into difficult locations.
- B. Provide enough clearance between formwork and areas to be grouted to permit proper placement of grout.

3.4 PLACING:

- A. Place grout in accordance with manufacturer's instructions.
- B. Place non-shrink grouting material quickly and continuously by most practical means permissible; pouring, pumping or under gravity pressure. Do not use either pneumatic-pressure or dry packing methods without authorization of Engineer.

- C. When practical, apply grout from one side only to avoid entrapping air.
- D. Final installation shall be thoroughly compacted and free from air pockets. To facilitate placement, a ½ to 1 inch chain or metal strap may be pulled back and forth under the equipment during grouting. Remove chain or strap before initial set takes place.
- E. Do not vibrate place grout mixture or allow it to be placed if area is being vibrated by nearby equipment, except when approved by grout manufacturer.
- F. Do not remove leveling shims for at least 48 hours after grout has been placed. After shims have been removed, fill voids with non-shrink grout.

3.5 CURING:

- A. Cure grout for 3 days at a temperature of not less than 50° F. after placing by keeping wet and covering with curing paper, by coating with a concrete membrane-forming curing compound, or by other approved methods.

END OF SECTION

SECTION 09624

SYNTHETIC TURF

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Synthetic turf system comprised of 100% polyethylene, monofilament type fibers with granular infill media all specifically designed for the play of softball and baseball.

1.2 REFERENCES:

- A. ASTM F 1936 - Absorbing Properties of Playing Surfaces and Materials
- B. ASTM D 5034 & 5035 -Breaking Load and Elongation of Textile Fabrics
- C. ASTM D 1577 - Linear Density of Textile Fiber
- D. ASTM D 2256 - Tensile Properties of Yarns, Single Strand

1.3 SUBMITTALS FOR REVIEW:

A. Product Data:

- 1. Manufacture's product data sheets on all materials incorporated with synthetic turf system.
- 2. Sample Warranty

B. Samples & Material Testing Results:

- 1. One sample of turf product accompanied by Manufacturer's Product Data Sheets.
- 2. One sample of infill materials accompanied by Manufacturer's Product Data Sheets.
- 3. Turf Infill Mixtures Designs for American baseball and softball including sand to rubber ratios by weight.

1.4 SUBGRADE PREPARATION:

- A. Do not install turf until the surface whereon turf is to be lain has been proven to be within grading tolerances specified in this Contract. Contractor

shall hand work said surface if needed to ensure that no part of the field is outside of tolerances when tested with a string line.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Synthetic Turf System

1. The synthetic turf pile yarn shall consist of 100% polyethylene fibers. In every way, fibers shall be manufactured to look like, feel like, and play like real grass upon installation.
2. The synthetic turf shall be manufactured to be resistant to ultra-violet degradation, weather, insects, rot, mildew, fungus growth, heat, foot traffic wear under the use of athletic cleats up to 1/2-inch in length, and air borne pollutants.
3. The polyethylene pile yarn fibers in the synthetic turf system shall meet the following criteria;

a. Minimum Face Weight (all turf except for bull pen pitchers mound face)	52 oz per sq yd	Lab Tested
Minimum Face Weight (for bull pen pitchers mound face)	80 oz per sq yd	Lab Tested
b. Pile Length Range	2 to 2-1/4 inches	Field Measure
c. Minimum Pile Thickness	200 microns	Per Micrometer

4. The synthetic turf carpet backing shall be a multi layer, bi-directional, permeable manufacture and shall meet the following criteria:

a. Minimum Stitch Gauge	3/8-inch	Field Measured
b. Maximum Stitch Gauge	3/4-inch	Field Measured
c. Minimum Urethane Binder	26 oz. per sq. yard	Lab Tested

Binder shall be pure urethane with no fillers. Air-entrainment of urethane binder shall be allowed.

d. Minimum Grab Tear Strength	275 lbs	ASTM D 5034/5035
e. Minimum Tuft Bind without infill	10 lbs	ASTM D 2256

5. Synthetic turf infill shall be comprised of a crumb rubber / silica sand mixture. Mixtures are to be specifically designed by manufacturer and/or contractor as needed to meet the performance needs of baseball and softball. Products used in the mixture shall meet the following criteria:
 - a. Crumb Rubber:
 - i. Gradation: 10-30 Mesh
 - ii. Crumb Rubber Purity: The infill material shall be free of steel and fiber content with a maximum ash content of 5% as measured in accordance with ASTM D 297.
 - b. Silica Sand:
 - i. Sand that has been washed (less than 0.5% material by volume passing #200 sieve) and shall be a smooth, rounded, 100% pure industrial quartz silica sand graded in accordance with the manufacturer's recommendations.
 - ii. Sand Source - Oglebay, Northon Industrial Sand, Inc. Brady, Texas or approved equal.
 - iii. A minimum of 6 pounds per square foot of crumb rubber / sand mixture shall be installed.
6. Infill Thickness Infill shall be placed to a uniform depth that is 3/4 inch less than the nominal length of the synthetic turf system pile length.
7. The synthetic turf system shall be permeable and meet the following drainage criteria:
 - a. Synthetic turf system including under drain system shall be capable of draining a minimum of 4 inches of precipitation per hour when tested at a 0.5% slope. System shall be designed to prevent infill movement or washing due to surface drain circumstances.
8. The synthetic turf system shall meet the following shock absorption criteria:
 - a. Maximum G-Max Rating (upon installation) 150 ASTM F 1936

- c. Maximum G-Max Rating (Ultimate) 200 ASTM F 1936
- d. Field surface shall maintain a G-Max rating within the limits of the Ultimate G-max range listed above throughout the life of the synthetic turf system warranty.
 - 9. The synthetic turf shall be manufactured and installed in widths of 15-feet. Joints shall be joined in accordance with manufacture's specifications by either gluing or sewing. In any case, the seams shall have a Grab Tear Strength greater than or equal to that of the synthetic turf system.
 - 10. No joint shall be visible upon completion of field and throughout the life of the turf. Joints shall have a grab tear strength greater than or equal to that of the synthetic turf backing.

2.3 WARRANTY:

- A. The synthetic turf system (with the exception of the baseball and softball batters circles and softball pitchers circle) shall be warranted against ultra violet degradation, manufacturing defects of any kind, faulty installation including defective seams and premature wear and tear under proper maintenance for a minimum period of eight (8) years.
- B. Turf system for the baseball bull pen pitchers mound face shall be warranted against ultra violet degradation, manufacturing defects of any kind, faulty installation including defective seams and premature wear and tear under proper maintenance for a minimum period of three (2) years.
- C. Warranties shall be non-prorated.

2.4 FEATURES:

- A. The synthetic turf surfaces shall have UIL standard baseball, softball, football, soccer and discus markings (as indicated on the drawings) inlain. Colors for events shall be as indicated on the drawings. Order of dominance for lines shall be: baseball/softball, football, soccer, discus.

2.5 ADDITIONAL CONSIDERATION

- A. In order to compensate for settling and compaction of infill material, Contractor shall be responsible to return to project site after the first season of play has concluded (or a minimum of 4 months after the synthetic turf system installation has completed) to top dress the field with additional infill material. Contractor shall be responsible to furnish, place, and grade infill as needed to bring the infill material back to its original depth which shall be 3/4" less than the nominal synthetic turf system pile

length.

- B. For baseball bull pen pitchers mound face, contractor shall provide Owner with three (3) sets of replacement turf sections for the face area.
- C. Contractor shall furnish to the Owner, one of the following maintenance equipment, and provide O&M procedure training:
 - 1. SMG Turfcare TCA 1400 Field Groomer/Sweeper, or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. All installation operations shall be performed in accordance with manufacturer's guidelines and by personnel trained and authorized by manufacturer to install their synthetic turf system so as to meet all specifications of this Contract.
- B. Contractor shall take care so as to not disturb the graded crushed stone material whereon turf is to be placed. Any ruts, depressions, mound or other imperfections to the crushed stone surface shall be re-leveled immediately prior to continuing the turf installation process.
- C. Synthetic turf seams shall be made so as to ensure that seam, when finished, has a grab tear strength greater than or equal to that of the synthetic turf system backing. Seams shall also be made so as to ensure that the turf is not glued to the underlying layers, but is free floating at every point.
- D. The synthetic turf system shall be installed so as to yield a smooth uniform field surface upon completion with no depressions, heaves, wrinkles, ripples, warps, visible seams, or bubbles. All seams shall be hand worked as needed to make seams invisible.
- E. All inlain lines shall be straight such that they do not deviate more than ½ inch from a true line over their entire length.
- F. Synthetic turf shall be uniformly fastened around the entire perimeter of the field. Turf shall be attached in accordance with manufacturers recommendations and as specified in a manner that shall ensure that at no point along any edge shall the turf pull up or away or in any way break free throughout the duration of the turf warranty.
- G. Granular infill shall be placed to a uniform depth and in a manner so as to

create a smooth surface with no mounds or low areas in the infill upon completion. Infill shall be applied up to a depth necessary to leave only the top 3/4" of grass fibers visible when the turf pile yarn is fully extended to its ultimate length. However, at no point shall infill material bury any of the turf piles. If in the case turf piles become buried by infill, Contractor shall groom or rake the field as needed so as to leave no buried turf piles.

- H. Upon completion of the installation of the synthetic turf and infill material, Contractor shall be responsible to trim all turf piles that are noticeably longer than adjacent turf piles so as to leave a finished synthetic turf surface with no long fibers visible.

3.2 CLEAN UP

- A. Contractor shall keep the field area clean throughout the process of the work. Contractor shall take special care to collect and remove all tools, loose turf materials, loose turf fibers, fasteners and/or other debris generated during turf installation process so as to guarantee that no foreign matter will be buried within the infill material. Contractor shall also clean the surface of the field of all debris and foreign matter upon completion of the work.

3.3 FINAL INSPECTION

- A. Synthetic turf found not to comply with the Contract Documents shall be reworked or replaced at the Contractors expense until specifications are met.

END OF SECTION

SECTION 32 84 50**TENSION NETTING MATERIALS****PART 1 GENERAL****1.01 SECTION INCLUDES:**

- A. Manufactured 40-foot tall tension netting system.

1.02 SUBMITTALS

- A. Submit data sheets for each indicated on the drawing to be used.
- B. Submit tension netting system design including drawings and calculations for the post footings and the netting and cabling system, all signed and sealed by a structural engineer licensed in the state of Texas, as required for permitting purposes with the City of Heath, TX.

PART 2 PRODUCTS**2.01 TENSION NETTING SYSTEM:**

- A. Backstop netting tension systems:

1. Sportsfield Specialties Tension Netting Systems with UltraCross Netting
2. Approved equal

Knotless Netting

1. Black Knotless, Dyneema® Ultra-High Molecular Weight Polyethylene (UHMWPE) SK- 75 Black Fiber Construction
2. 4 Ply, 1.2 mm (0.0472") Diameter Twine
3. 95% Open Mesh Area (See-Through Visibility)
4. 58,445 psi Minimum Breaking Strength
5. 30% Maximum Elongation at Break
6. 1-3/4" (44 mm) Square Mesh Size, 0.009 lbs. per Square Foot
7. 4-Strand, Braided, Continuous Monofilament Dyneema® Fiber
8. Black Multi-Filament Polypropylene Solid Braid Derby Rope Sewn Binding on Perimeter Edges - 1/4" Diameter, 530 lb. Minimum Breaking Strength
9. Urethane Black Bonded Finish
10. Strong Resistance to Ultraviolet (UV) Light Degradation
11. Excellent Resistance to Chemicals and Water Absorption

PART 3 EXECUTION**3.01 EQUIPMENT INSTALLATION:**

- A. Installation of entire tension netting system shall be in strict adherence to manufacturer's installation instructions.
- B. Netting system shall be tied to the 10-foot tall chain link fence with black nylon rope or equal, per manufacturers recommendations.
- C. Tension netting shall be installed tight with no grouping anywhere in the netting system and with minimal swaying and/or waving in the netting under wind conditions.

END OF SECTION

SECTION 16000

GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS:

- A. The general requirements for electrical work including electrical wiring and receptacles.

1.2 REFERENCES:

- A. The National Electrical Code (NFPA 70).
- B. The National Electrical Safety Code (ANSI C-2).

1.3 SCOPE:

- A. The work to be done under this Section of the Specifications shall include the furnishing of labor, material, equipment, and tools required for the complete installation of systems for power, communication, and all other work indicated on the drawings or as specified herein.
- B. A complete system of conduit and wiring for power and communication from the existing utility systems, shall be furnished and installed as indicated on the drawings and/or as described herein, unless otherwise noted.
- C. All materials and appliances, obviously a part of the electrical systems and necessary to its proper operation, but not specifically mentioned or shown on the drawings, shall be furnished and installed without additional charge.

1.4 SUBMITTALS:

- A. Provide submittals describing materials to be incorporated in the work. Provide submittals in accordance with Section 01300. Identify the submittals by the specified equipment number and specification section.
- B. Submit results of the testing specified in Article 3.8.

1.5 STORAGE OF MATERIALS AND EQUIPMENT:

- A. Materials and equipment shall be stored so as to protect the materials and equipment during storage. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation.

Equipment shall be stored at least 6 inches above ground. Equipment and materials to be located indoors shall be stored indoors.

1.6 ELECTRICAL SERVICES:

- A. Contractor shall arrange and coordinate the installation of electrical service with Owner with connections to existing power sources being per Owner's designation of available circuits.

1.7 QUALITY ASSURANCE:

- A. All work shall meet the requirement of the documents listed in Paragraph 1.2.
- B. Local city and county ordinances shall govern electrical work.

PART 2 PRODUCTS

2.1 IN-GROUND UTILITY BOXES:

- A. As indicated on the drawings.

2.2 MISCELLANEOUS METAL:

- A. Miscellaneous metal installed in conjunction with electrical or instrumentation work shall be hot-dipped galvanized steel or aluminum. Painted steel is not acceptable. Materials included in this specification group includes, but is not limited to bars, rods, sheet, plate, channel, or other metal shapes used to, or incorporated in support frames, brackets, mounting plates, etc. Steel parts shall be hot-dipped galvanized after fabrication. Pre-galvanized material used for fabrication shall have all nicks, dings, or other imperfections in the coating repaired. No welding is allowed on pre-galvanized materials. If fabrications require welding after galvanizing, re-galvanize the parts after welding. Bolts, nuts, screws, washers, or similar ancillary materials used shall be 316 stainless steel or carbon steel with galvanized or cadmium-plated finish.
- B. Conduit risers used to extend new electrical conduits into utility boxes shall be hot-dipped galvanized steel.

2.3 RECEPTACLES:

- A. Receptacles shall be 110 volt, outdoor/waterproof type with 2-three prong outlets each.

2.4 WIRING:

- A. Electrical wiring shall be 10 gauge or greater capacity (as needed based upon distance of run, as needed to supply a minimum of 16 amps to the point of delivery), 110 volt, single phase, double ground copper wiring. Wiring shall be run to the locations indicated on the drawings using the number of circuits indicated on the drawings.

2.5 GROUNDING:

- A. Insure all electrical services are properly grounded in accordance with the National Electrical Code.

2.6 QUALITY CONTROL:

- A. All work shall be furnished, installed, and connected in accordance with the National Electrical Code and all local codes required under Heath City Building Permit. All materials used in this work shall be new and shall bear the inspection label of Underwriter's Laboratories, Inc.

PART 3 EXECUTION

3.1 GENERAL:

- A. Drawings are generally diagrammatic and show the arrangement and location of fixtures, equipment, and conduit. The Electrical Subcontractor shall carefully investigate the structural and finish conditions affecting his work and arrange his work accordingly.
- B. Materials, equipment, or labor not indicated, but which can be reasonably inferred to be necessary for a complete installation shall be provided. Drawings and Specifications do not undertake to indicate every item of material, equipment, or labor equipped to produce a complete and properly operating installation.
- C. The right is reserved to make reasonable changes in locations of equipment indicated on drawings prior to rough-in without increase in contract cost.
- C. The Contractor shall not reduce the size or number of conduit runs indicated on the drawings without the written approval of the Engineer.
- D. Locate pull boxes and such other apparatus that may require periodic maintenance, operation, or inspection, so that they are easily accessible. If such items are shown on the plans in locations which are found to be inaccessible, the Engineer must be advised of the situation before work is advanced to the point where extra costs will be involved.

- E. Any work installed contrary to Contract Drawings shall be subject to change as directed by the Engineer, and no extra compensation will be allowed for making these changes.

3.2 ELECTRICAL SERVICES:

- A. Owner will pay electrical utilities for installation of electrical services.
- B. Contractor shall coordinate with electrical utility for service installation.

3.3 TESTING:

A. FUNCTIONAL CHECKOUT:

- 1. Protective devices shall be adjusted and operative during the testing period. Prior to start-up of each piece of equipment or system, the Contractor shall perform a functional checkout on control circuits. The checkout shall consist of energizing each control circuit and operating each control, alarm, or malfunction device, and each interlock in turn to verify that the specified action occurs. This may be performed with the motor connected or disconnected. Providing that no harm will be done to the equipment.

END OF SECTION

SECTION 16115

UNDERGROUND ELECTRICAL DUCT AND CONDUIT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Underground electrical duct and direct burial conduit, together with all other accessories required.

1.2 SUBMITTALS:

- A. Submit manufacturer's data on all materials, under provisions of Section 01300.

PART 2 PRODUCTS

2.1 CONDUITS:

- A. Underground Plastic Conduit: Type 40, heavy wall, high impact rigid virgin polyvinyl chloride (PVC) conduit and fittings, conforming to NEMA Publications TC2 and TC3 and UL listed for direct burial use; Carlon or approved equal.

PART 3 EXECUTION

3.1 GENERAL:

- A. After the affected electrical work has been installed, tested, and approved, backfill all excavations with suitable material.

3.2 EXCAVATIONS:

- A. Perform all excavations of every description of whatever substances encountered and to the depths required for installation of the work under this Division.
- B. During excavation, stockpile material suitable for backfilling in an orderly manner a sufficient distance from the banks of the trenches to prevent slides or cave-ins. Remove all excavated material not required or suitable for backfill, or waste as directed. Control grading to prevent surface water from flowing into excavations and remove any accumulated water by pumping.
- C. Use open cut grading and make trenches of the necessary width for proper installation of the lines with banks as nearly vertical as possible.

- D. Grade the bottom of trenches accurately to provide uniform bearing and support for conduit or duct on undisturbed soil at every point along its entire length.
- E. Except at locations where excavation of rock from the bottoms of trenches is required, take care not to excavate below the depths required. Where rock excavation is required, remove the rock to a minimum overdepth of 4 inches below the trench depths specified. Backfill the overdepth rock excavation and excess trench excavation to the proper level with coarse gravel prior to the installation of conduit or ducts. Whenever wet or otherwise unstable soil that is incapable of properly supporting conduits or ducts is encountered in the trench bottom, remove such soil to a depth required and backfill the trench to trench bottom grade with coarse gravel or other suitable material.
- F. Buried conduits shall have a minimum cover as required by the National Electrical Code.

3.3 BACKFILLING:

- A. Carefully backfill trenches with earth, sandy clay, sand and gravel, soft shale or other approved material free from large clods of earth or stone, deposited in thoroughly and carefully compacted 6-inch layers. Do not use blasted rock, broken concrete or pavement, or large boulders as backfill material. Settling the backfill with water will be permissible and will be required when so directed. Re-open any trenches improperly filled or where settlement occurs to the depth required for proper compaction the refill, mound over and smooth off.

3.4 UNDERGROUND PLASTIC CONDUIT INSTALLATION:

- A. Assemble and install conduits in accordance with manufacturer's instructions. Make joints with couplings and solvent cement. Fabricate bends of 30 degrees or more with factory-made elbows, or make field bends with proper heating equipment. Bends showing signs of overheating or flattening are unacceptable. Ream ends of all conduits before joining.
- B. Where conduit turns up out of earth, change from plastic to rigid galvanized steel conduit below grade. Do not extend any plastic conduit above grade. Wrap all steel conduits and fittings buried in earth as specified elsewhere herein, or use PVC coated steel conduits.

END OF SECTION

PART 5

ATTACHMENTS

PART 6

CONTRACT DRAWINGS

SITE DEVELOPMENT PLANS

HEATH HIGH-SCHOOL

SYNTHETIC MULTI-PURPOSE TURF FIELD

801 LAURENCE DR
ROCKWALL, TEXAS



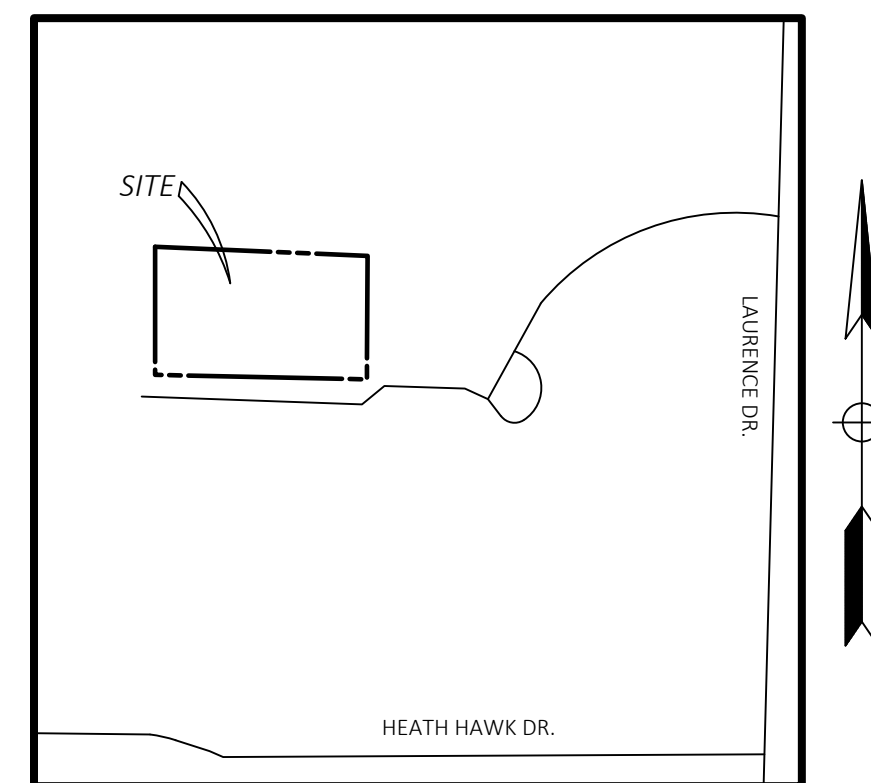
CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

GENERAL NOTES:

- A. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.
- B. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- C. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- D. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- E. **WARRANTY/DISCLAIMER:** THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORANEOUS BASIS AT THE SITE.
- F. **SAFETY NOTICE TO CONTRACTOR:** IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
- G. **RESIDENT ENGINEERING SERVICES:** WHEN REQUESTED BY THE OWNER, RESIDENT ENGINEERING SERVICES SHALL BE PROVIDED BY THE ENGINEERS (ON A TIME AND FREQUENCY BASIS) ACCEPTABLE TO THE CITY ENGINEER FOR IMPROVEMENTS TO PUBLIC WATER MAINS, PUBLIC SEWER, AND CITY STREETS. AT THE COMPLETION OF CONSTRUCTION, THE ENGINEER SHALL CERTIFY THE CONSTRUCTION TO BE IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. THIS WORK WILL BE AT THE OWNER/DEVELOPER'S DIRECT EXPENSE AND SHALL BE COORDINATED WITH CEI ENGINEERING ASSOCIATES, INC. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENT ENGINEER OF ANY PRECONSTRUCTION / CONSTRUCTION CONFERENCES AND ANY PUBLIC CONSTRUCTION 24 HOURS PRIOR TO SAID ACTION.

PLAN INDEX:

- C0 COVER SHEET
- C1 EXISTING SITE PLAN
- C2 DEMOLITION PLAN
- C3 EROSION CONTROL PLAN
- C4 EROSION CONTROL NOTES
- C5 UTILITY PLAN
- C6 GRADING PLAN
- C7 SURFACE PLAN
- C8 DETAIL SHEET 1
- C9 DETAIL SHEET 2
- C10 COLOR RENDER



VICINITY MAP
NOT TO SCALE

RESOURCE LIST:

CIVIL ENGINEER
JEFF BRESEE, PE
3030 LBJ FREEWAY SUITE, 100
DALLAS, TEXAS, 75234
PHONE: (972) 488-3737
CELL: (817) 506-8305

CEI CONTACT:

NAME: CHANCE HAWKINS
EMAIL: CHAWKINS@CEIENG.COM
PHONE: (479) 488-3737

CLIENT CONTACT:

NAME: WILL SALEE
EMAIL: WILL.SALEE@ROCKWALLISD.ORG
PHONE: (469) 698-7031



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HEATH HIGH-SCHOOL
SYNTHETIC MULTI-PURPOSE TURF FIELD
801 LAURENCE DR
ROCKWALL, TEXAS



2022-08-19

F-7524

PROFESSIONAL OF RECORD	JJB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
REVISION	REV-0

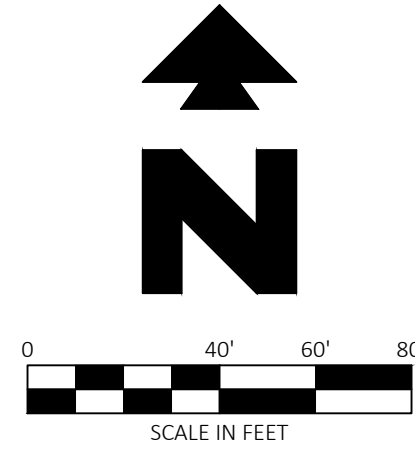
COVER SHEET

SHEET TITLE
SHEET NUMBER

C0



SITE BENCHMARK
 BENCHMARK 1: A FOUND 5/8" REBAR WITH A CAP JUST OFF THE SOUTH SIDE OF THE CONCRETE WALKWAY. ELEV. = 508.91'



Know what's below.
 Call before you dig.

EXISTING LEGEND

e	EAST OR ELECTRIC	— OHT —	OVERHEAD TELEPHONE
n	NORTH	— OHTV —	OVERHEAD TV
oh	OVERHEAD	— X"SS —	SANITARY SEWER
s	SOUTH OR SEWER	— UGE —	UNDERGROUND ELECTRIC
t	TELEPHONE	— UGE&T —	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	— UGT —	UNDERGROUND TELEPHONE
w	WEST OR WATER	— UGTV —	UNDERGROUND TV
---	PROPERTY LINE	— X"W —	WATER
- - - - -	RIGHT OF WAY LINE		
=====	STORM DRAIN		
— X"G —	GAS		
— OHE —	OVERHEAD ELECTRIC		
— OHE&T —	OVERHEAD ELECTRIC AND TELEPHONE		
■ ■ ■ ■ ■	LIMITS OF DISTURBANCE		

		— 5-10-11 50.5 —	TREE INFO
			.5 = DIAMETER OF TRUNK IN FEET
			10 = HEIGHT OF TREE IN FEET
			11 = CANOPY DIAMETER IN FEET
			50.5 = ELEVATION AT BASE OF TREE

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 SYNTHETIC MULTI-PURPOSE TURF FIELD
 801 LAURENCE DR
 ROCKWALL, TEXAS



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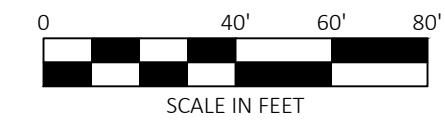
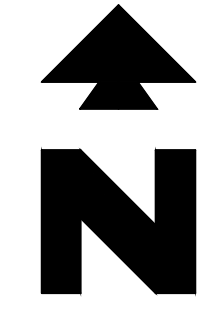
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CEI PROJECT NUMBER	32741
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REVISION	REV-0

EXISTING SITE PLAN
 SHEET TITLE
 SHEET NUMBER

C1



SITE BENCHMARK
 BENCHMARK 1: A FOUND 5/8" REBAR WITH A CAP JUST OFF THE SOUTH SIDE OF THE CONCRETE WALKWAY. ELEV. = 508.91'



EXISTING LEGEND

e	EAST OR ELECTRIC	OHT	OVERHEAD TELEPHONE
n	NORTH	OHTV	OVERHEAD TV
oh	OVERHEAD	X"SS	SANITARY SEWER
s	SOUTH OR SEWER	UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
t	TELEPHONE	UGT	UNDERGROUND TELEPHONE
ug	UNDERGROUND	UGTV	UNDERGROUND TV
w	WEST OR WATER	X"W	WATER
---	PROPERTY LINE		
---	RIGHT OF WAY LINE		
---	STORM DRAIN		
X"G	GAS		
OHE	OVERHEAD ELECTRIC		
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE		
---	LIMITS OF DISTURBANCE		

GENERAL DEMOLITION NOTES

- THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "CITY OF HEATH STANDARD SITE WORK SPECIFICATIONS".
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- ENGINEER'S NOTICE TO CONTRACTOR**
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ALL EXISTING GRASS AND OTHER SURFACING THAT IS DISTURBED BY THE CONTRACTOR AND ALL DAMAGED IRRIGATION SYSTEM SHALL BE REPAIRED AND/OR RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER AT THE CONTRACTORS COST.

DEMOLITION NOTES

- 18A EXISTING TO BE REMOVED AND PROPERLY DISPOSED OF.
- 18B EXISTING TO BE ABANDONED IN PLACE.
- 19A EXISTING TO REMAIN AND BE PROTECTED.
- 19B EXISTING TO BE SALVAGED TO OWNER.

NOTE:
 CONTRACTOR TO CUT AND PLUG EXISTING IRRIGATION AT THE LIMITS OF THE NEW FIELD. CONTRACTOR IS TO MAKE SURE EXISTING IRRIGATION TO GRASS FIELDS IS IN WORKING ORDER.

NOTE:
 WATERLINE WILL BE CUT AND CAPPED WITH CONCRETE AT HEATH HIGH SCHOOL PROPERTY LINE

BM - 1
 5/8" REBAR CAP CEI
 N - 6996987.88'
 E - 2589981.94'
 Elev. = 508.91'

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 801 LAURENCE DR
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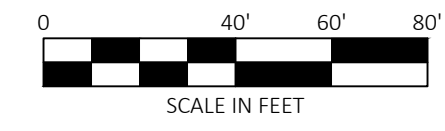
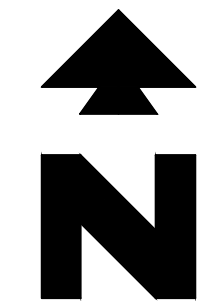
PROFESSIONAL OF RECORD	JIB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
REVISION	REV-0

DEMOLITION PLAN
 SHEET TITLE
 SHEET NUMBER

C2



SITE BENCHMARK
 BENCHMARK 1: A FOUND 5/8" REBAR WITH A CAP JUST OFF THE SOUTH SIDE OF THE CONCRETE WALKWAY. ELEV. = 508.91'



Know what's below.
 Call before you dig.

EXISTING LEGEND

e	EAST OR ELECTRIC	OHT	OVERHEAD TELEPHONE
n	NORTH	OHTV	OVERHEAD TV
oh	OVERHEAD	X"SS	SANITARY SEWER
s	SOUTH OR SEWER	UGE	UNDERGROUND ELECTRIC
t	TELEPHONE	UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	UGT	UNDERGROUND TELEPHONE
w	WEST OR WATER	UGTV	UNDERGROUND TV
---	PROPERTY LINE	X"W	WATER
- - - -	RIGHT OF WAY LINE		
- - - - -	STORM DRAIN		
X"G	GAS		
OHE	OVERHEAD ELECTRIC		
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE		

PROPOSED LEGEND

---	PROPERTY LINE/RIGHT OF WAY LINE	[Symbol]	CONCRETE WASHOUT
- - - -	LIMITS OF DISTURBANCE	[Symbol]	CONSTRUCTION ENTRANCE
XXX	CONTOUR ELEVATIONS		
- - - - -	GRADE BREAK		
- - - - -	FLOWLINE		
- - - - -	STRAW WATTLE		
- - - - -	STORM DRAIN		
- - - - -	SILT FENCE		

GENERAL EROSION NOTES

A. SEE SHEET "EROSION CONTROL NOTES" FOR EROSION CONTROL NOTES AND DETAILS.

EROSION DETAILS

- 85A TEMPORARY STONE CONSTRUCTION ENTRANCE
- 85B TEMPORARY SILT FENCE
- 85C TEMPORARY CONCRETE WASH OUT.

AREA OF DISTURBANCE = ± 4.54 ACRES (197,875 S.F.)



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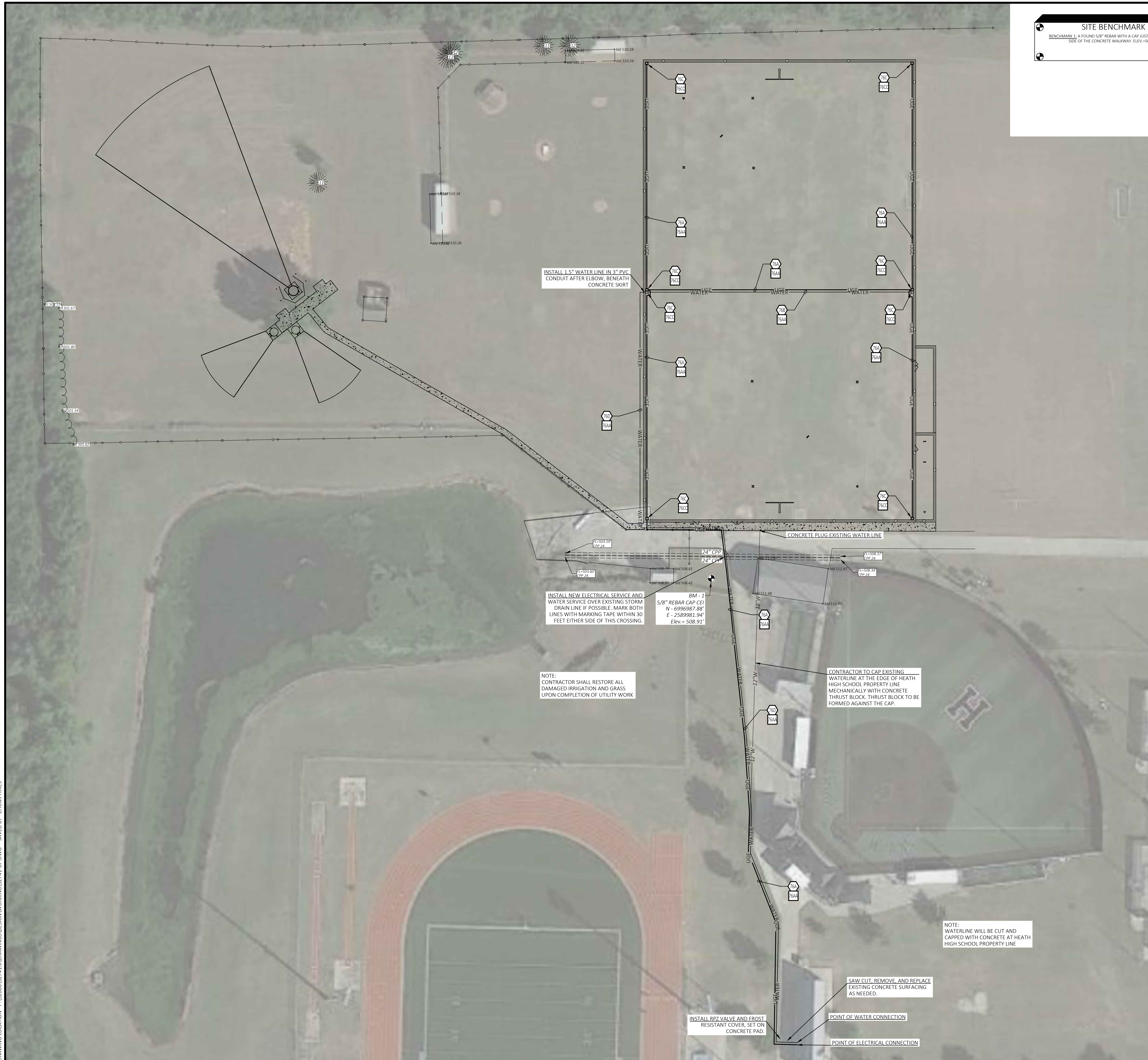
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PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
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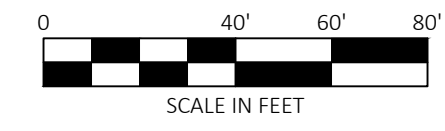
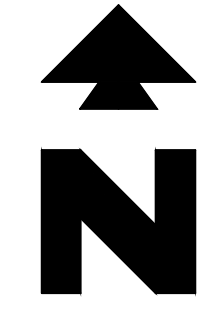
EROSION CONTROL
 PLAN

SHEET TITLE
 SHEET NUMBER

C3



SITE BENCHMARK
 BENCHMARK 1: A FOUND 5/8" REBAR WITH A CAP JUST OFF THE SOUTH SIDE OF THE CONCRETE WALKWAY. ELEV.=508.91'



EXISTING LEGEND

e	EAST OR ELECTRIC	— OHT —	OVERHEAD TELEPHONE
n	NORTH	— OHTV —	OVERHEAD TV
oh	OVERHEAD	— X"SS —	SANITARY SEWER
s	SOUTH OR SEWER	— UGE —	UNDERGROUND ELECTRIC
t	TELEPHONE	— UGE&T —	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	— UGT —	UNDERGROUND TELEPHONE
w	WEST OR WATER	— UGTV —	UNDERGROUND TV
---	PROPERTY LINE	— X"W —	WATER
---	RIGHT OF WAY LINE		
---	STORM DRAIN		
X"G	GAS		
OHE	OVERHEAD ELECTRIC		
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE		

PROPOSED LEGEND

---	PROPERTY LINE/RIGHT OF WAY LINE
---	STORM DRAIN
X"G	GAS SERVICE
UGE	UNDERGROUND ELECTRIC SERVICE
UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE SERVICE
UGT	UNDERGROUND TELEPHONE SERVICE
OHE	OVERHEAD ELECTRIC SERVICE
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE SERVICE
OHT	OVERHEAD TELEPHONE SERVICE
X"SS	SANITARY SEWER SERVICE
X"W	WATER SERVICE
X" FM	SANITARY SEWER FORCE MAIN
FDC	FIRE DEPARTMENT CONNECTION
§	POST INDICATOR VALVE

GENERAL UTILITY NOTES

- CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
- CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
- PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM CEI ENGINEERING AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. CEI ENGINEERING AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.

UTILITY NOTES

- 76A INSTALL 3" Ø PVC CONDUIT WITH ELECTRICAL LINES.
- 76B INSTALL 3" Ø PVC CONDUIT WITH 1" Ø POLY WATER LINE.
- 76C INSTALL SYNTHETIC TURF UTILITY BOX.
- 76D INSTALL 1.5" Ø POLY WATER LINE.

UTILITY DETAILS

- 76AA INSTALL CONDUIT TRENCH
- 76CC INSTALL SYNTHETIC TURF UTILITY BOX



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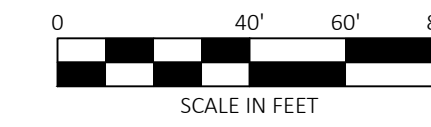
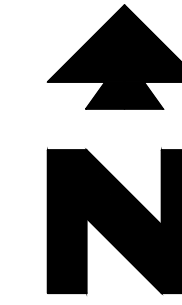
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PROFESSIONAL OF RECORD	JIB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
REVISION	REV-0

UTILITY PLAN
 SHEET TITLE
 SHEET NUMBER

C5

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DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

EXISTING LEGEND

e	EAST OR ELECTRIC	— OHT —	OVERHEAD TELEPHONE
n	NORTH	— OHTV —	OVERHEAD TV
oh	OVERHEAD	— X"SS —	SANITARY SEWER
s	SOUTH OR SEWER	— UGE&T —	UNDERGROUND ELECTRIC
t	TELEPHONE	— UGT —	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	— UGTV —	UNDERGROUND TELEPHONE
w	WEST OR WATER	— X"W —	UNDERGROUND TV
---	PROPERTY LINE	---	WATER
---	RIGHT OF WAY LINE	---	5-10-11 50.5 TREE INFO
---	STORM DRAIN	---	.5 = DIAMETER OF TRUNK IN FEET
X"G	GAS	---	10 = HEIGHT OF TREE IN FEET
OHE	OVERHEAD ELECTRIC	---	11 = CANOPY DIAMETER IN FEET
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE	---	50.5 = ELEVATION AT BASE OF TREE

PROPOSED LEGEND

---	PROPERTY LINE/RIGHT OF WAY LINE	x XX.XX	SPOT ELEVATIONS:
---	CONTOUR ELEVATIONS		TC = TOP OF CURB
---	GRADE BREAK		G = GUTTER
---	FLOWLINE		FEE = FINISH FLOOR ELEVATION
---	STORM DRAIN		FG = FINISH GRADE

GENERAL GRADING NOTES

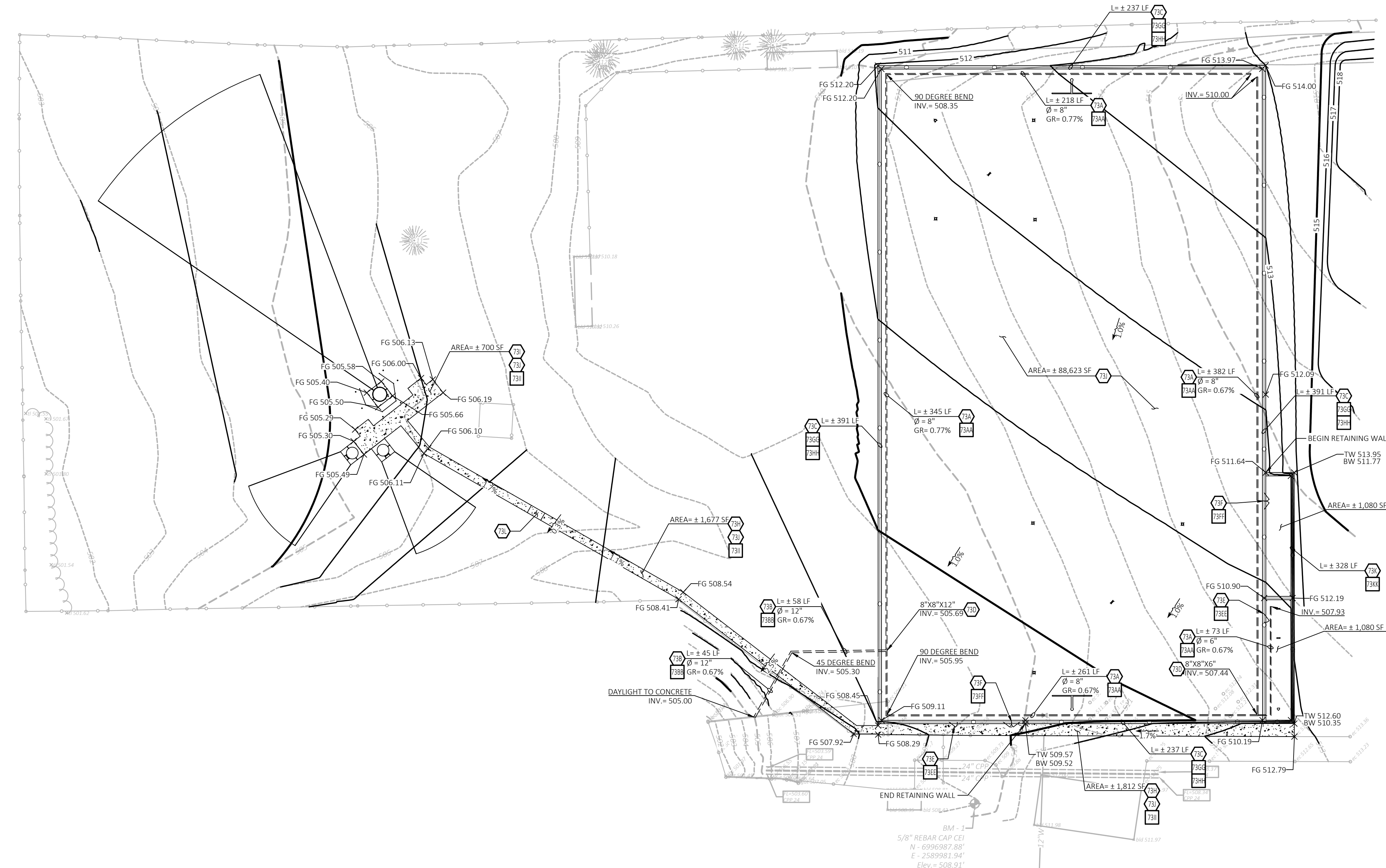
- PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS (SEE LANDSCAPE PLAN FOR SEED MIX AND PROPER APPLICATION RATE). ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.

GRADING & DRAINAGE NOTES

- INSTALL HDPE PERFORATED DRAIN PIPE. DIAMETER, LENGTH AND GRADE AS INDICATED. USE PIPE DEFLECTION AS NEEDED FOR ALIGNMENT
- INSTALL HDPE NON-PERFORATED DRAIN PIPE. DIAMETER, LENGTH AND GRADE AS INDICATED. USE PIPE DEFLECTION AS NEEDED FOR ALIGNMENT
- INSTALL 10 FOOT TALL CHAIN LINK FENCE WITH 40 FOOT TALL TENSION NETTING (30 FOOT NETTING TO BE ATTACHED TO FENCE)
- INSTALL TEE. DIAMETER AS LISTED
- INSTALL SINGLE GATE
- INSTALL DOUBLE GATE
- CONSTRUCT 5 FOOT WIDE SIDEWALK
- CONSTRUCT CONCRETE FLAT WORK
- SOILS TO BE STABILIZED BY METHOD OF CHEMICAL INJECTION TO A MINIMUM DEPTH OF 8 FEET WITH 4" OF AGGREGATE BASE CAP OVER ENTIRE AREA OF WHERE TURF AND CONCRETE ARE TO BE PLACED.
- CONSTRUCT RETAINING WALL WITH 10 FOOT FENCE ON TOP.
- METAL COVERED CHANNEL WITH DIAMOND PLATE STEEL COVER.

GRADING DETAILS

- PERFORATED PIPE TRENCH.
- NON-PERFORATED PIPE TRENCH.
- 10 FOOT TALL CHAIN LINK FENCE.
- SINGLE GATE.
- DOUBLE GATE.
- FENCING AND TENSION NETTING.
- FENCE SKIRT
- CONCRETE FLATWORK.
- RETAINING WALL.



NOTE:
CONTRACTOR TO CUT BACK
AND RE-CONFIGURE IRRIGATION

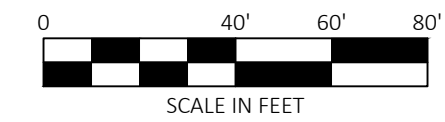
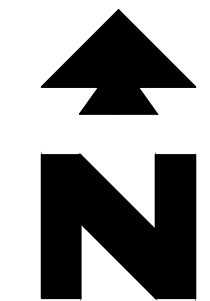
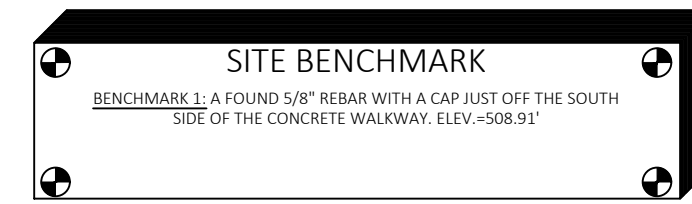
HEATH HIGH-SCHOOL
SYNTHETIC MULTI-PURPOSE TURF FIELD
801 LAURENCE DR
ROCKWALL, TEXAS



F-7524

PROFESSIONAL OF RECORD	JJB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
REVISION	REV-0

GRADING PLAN
SHEET TITLE
SHEET NUMBER
C6



Know what's below.
Call before you dig.



CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

EXISTING LEGEND

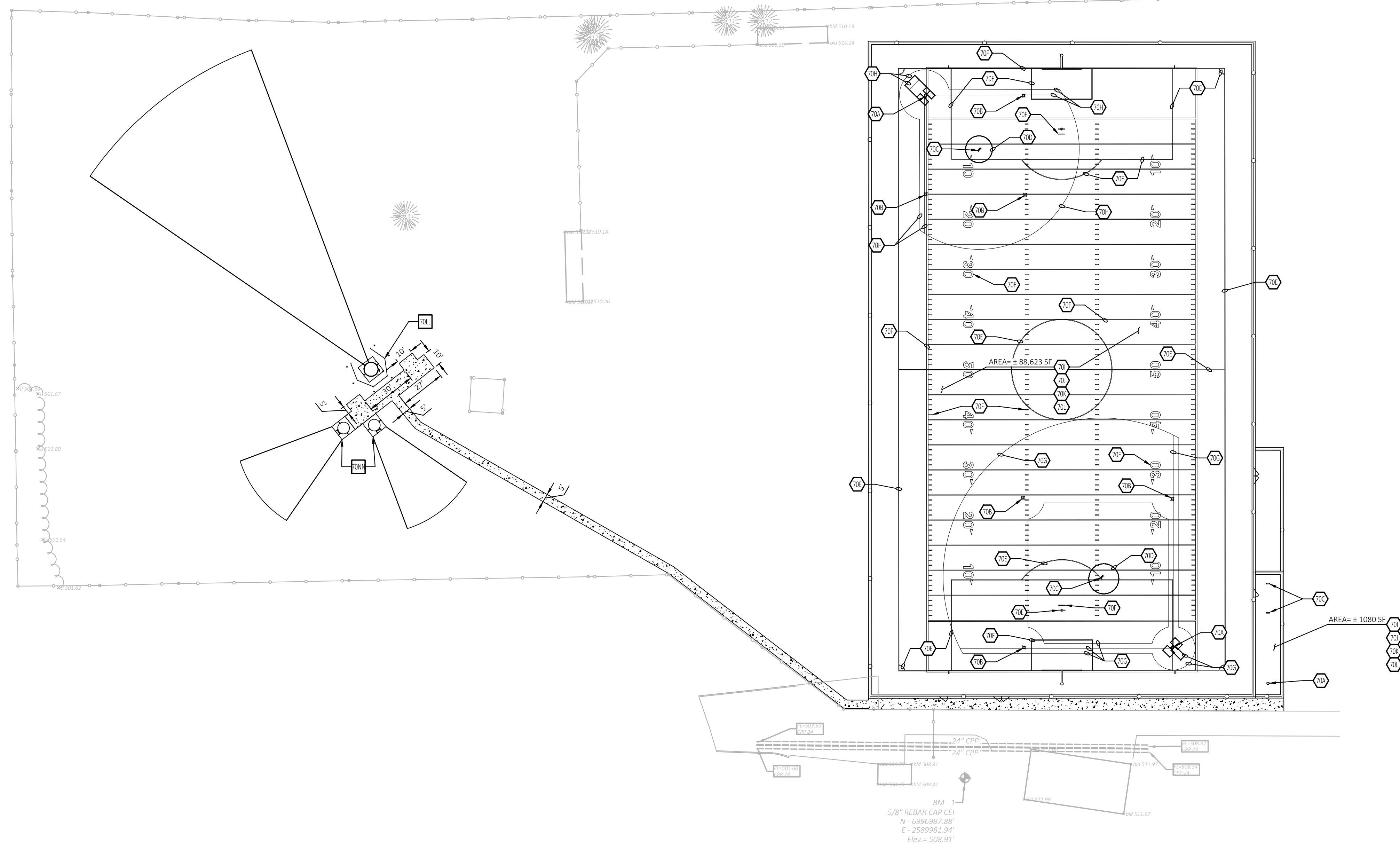
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n	NORTH	OHTV	OVERHEAD TV
oh	OVERHEAD	X"SS	SANITARY SEWER
s	SOUTH OR SEWER	UGE	UNDERGROUND ELECTRIC
t	TELEPHONE	UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	UGT	UNDERGROUND TELEPHONE
w	WEST OR WATER	UGTV	UNDERGROUND TV
---	PROPERTY LINE	X"W	WATER
---	RIGHT OF WAY LINE		
---	STORM DRAIN		
X"G	GAS		
OHE	OVERHEAD ELECTRIC		
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE		
		5-10-11 50.5	TREE INFO .5 = DIAMETER OF TRUNK IN FEET 10 = HEIGHT OF TREE IN FEET 11 = CANOPY DIAMETER IN FEET 50.5 = ELEVATION AT BASE OF TREE

FIELD AND TURF NOTES

- 70A INLAY HOME PLATE WITH WHITE TURF.
- 70B INLAY BASE PLATE WITH WHITE TURF.
- 70C INLAY PITCHERS PLATE WITH WHITE TURF.
- 70D FIELD PITCHERS CIRCLE WITH 4" WIDE YELLOW TURF.
- 70E INLAY PER U.I.L. ALL STANDARD SOCCER LINES AND MARKINGS WITH 4" WIDE NAVY BLUE TURF.
- 70F INLAY PER U.I.L. ALL STANDARD FOOTBALL FIELD MARKINGS WITH 4" WIDE WHITE TURF.
- 70G INLAY ALL STANDARD BASEBALL FIELD LINES AND MARKINGS WITH 4" WIDE YELLOW IN COLOR. INFIELD AREA SHALL BE BROWN TURF INFIELD.
- 70H INLAY ALL STANDARD SOFTBALL FIELD LINES AND MARKINGS AND MARKINGS WITH 4" WIDE YELLOW, INFIELD AREA SHALL BE BROWN IN COLOR.
- 70I INSTALL 8 OUNCE, NON-WREN GEOTEXTILE FABRIC OVER ENTIRE SURFACE OF FIELD WHERE SYNTHETIC TURF IS TO BE PLACED.
- 70J INSTALL 5" THICK LAYER OF CRUSHED STONE MATERIAL OVER ENTIRE SURFACE OF FIELD WHERE SYNTHETIC TURF IS TO BE PLACED.
- 70K INSTALL SYNTHETIC TURF SYSTEM OVER ENTIRE SURFACE OF FIELD AS INDICATED HEREON AND AS SPECIFIED WITH SBR RUBBER AND SAND FILL.
- 70L INSTALL 4" THICK LAYER OF AGGREGATE BASE MATERIAL OVER ENTIRE SURFACE OF FIELD WHERE SYNTHETIC TURF IS TO BE PLACED.

FIELD AND TURF DETAILS

- 70LL DISCUS
- 70NN SHOTPUT



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HEATH HIGH-SCHOOL
SYNTHETIC MULTI-PURPOSE TURF FIELD
801 LAURENCE DR
ROCKWALL, TEXAS



2022-08-19

F-7524

PROFESSIONAL OF RECORD	JIB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/19/2022
REVISION	REV-0

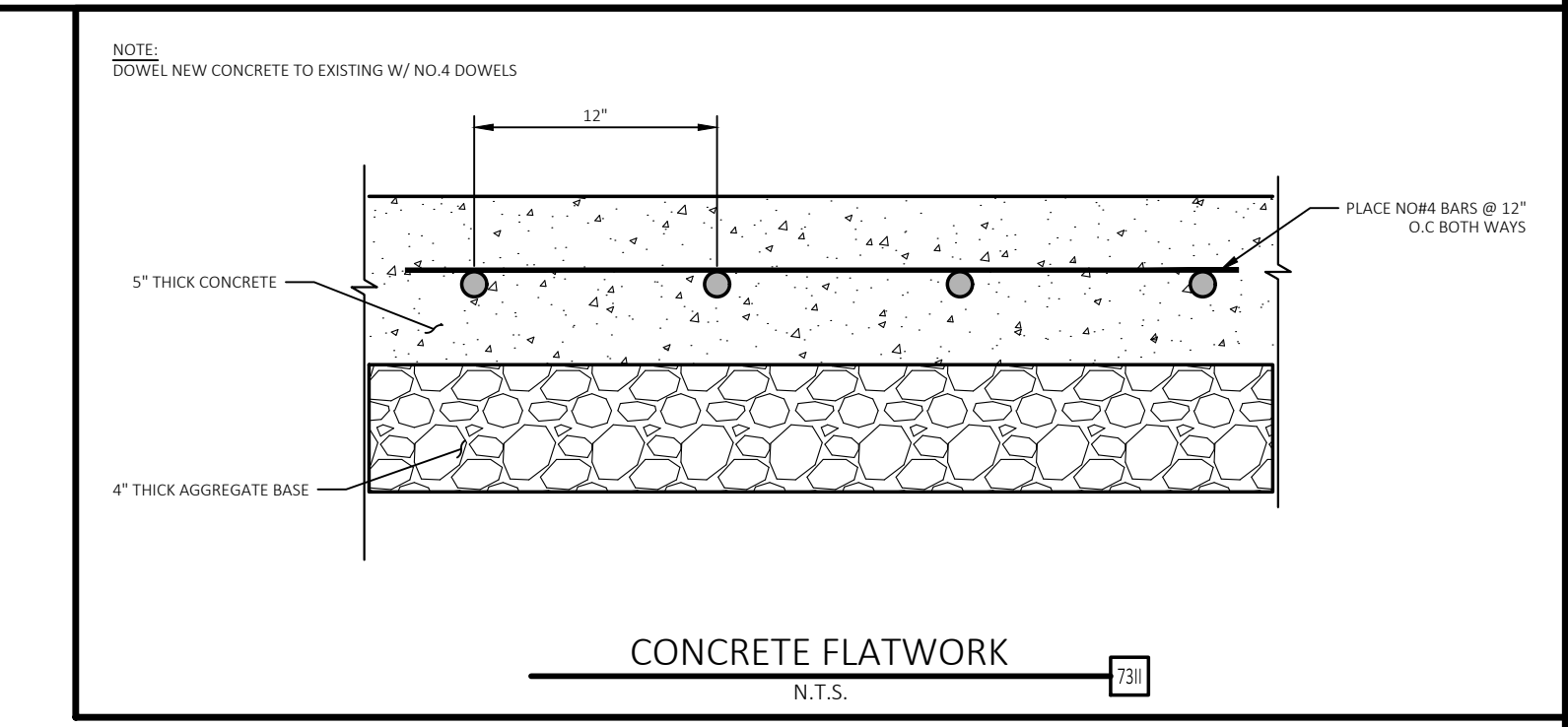
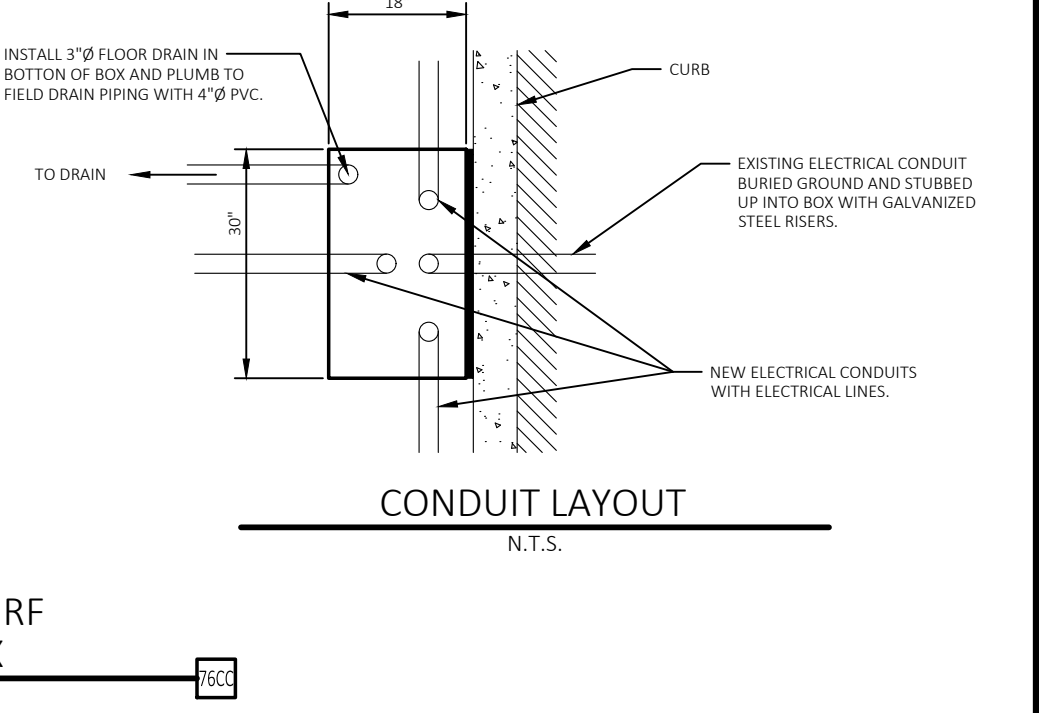
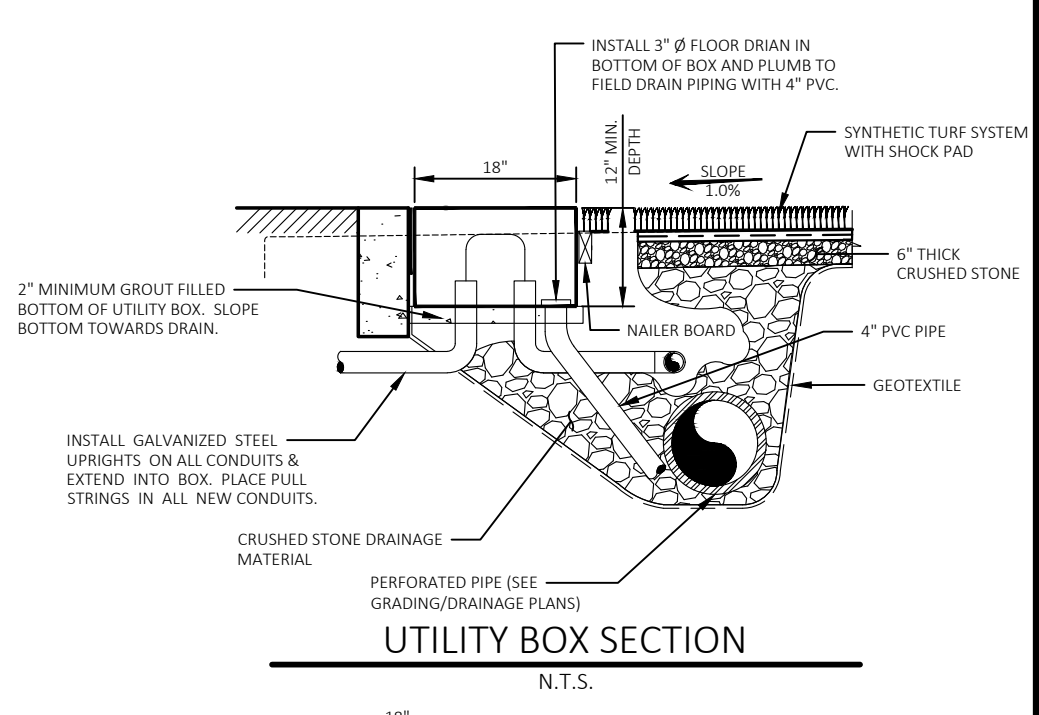
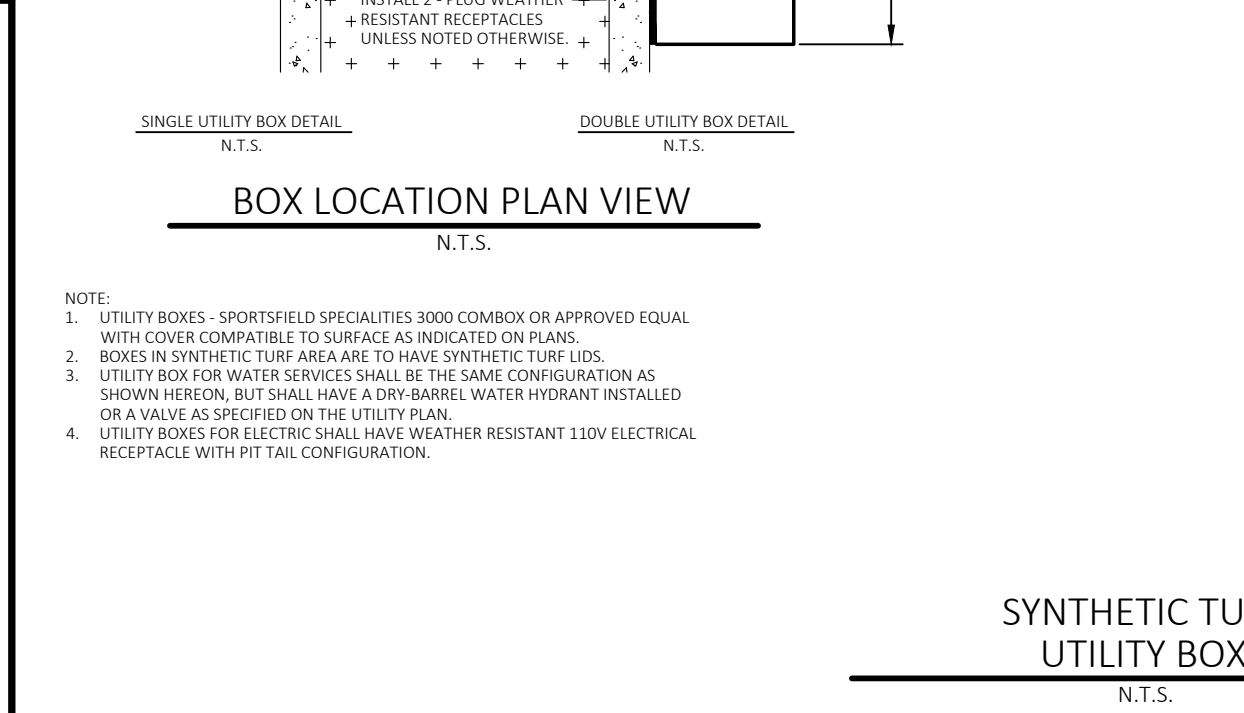
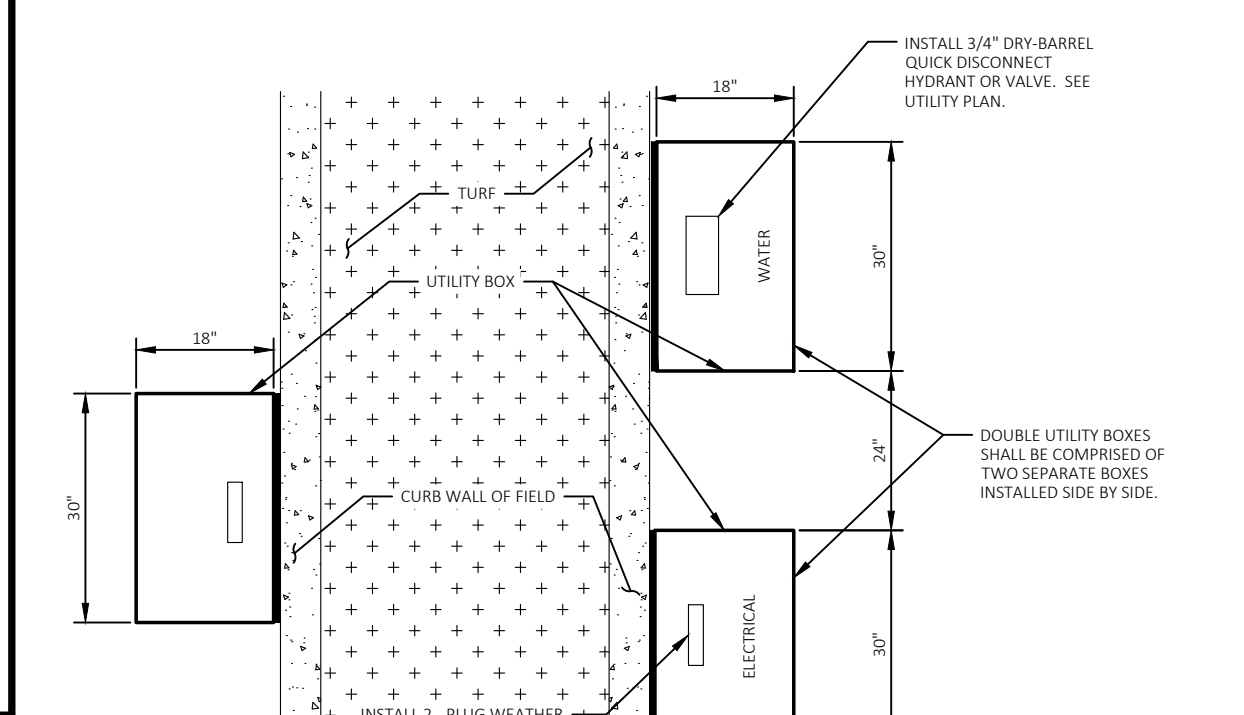
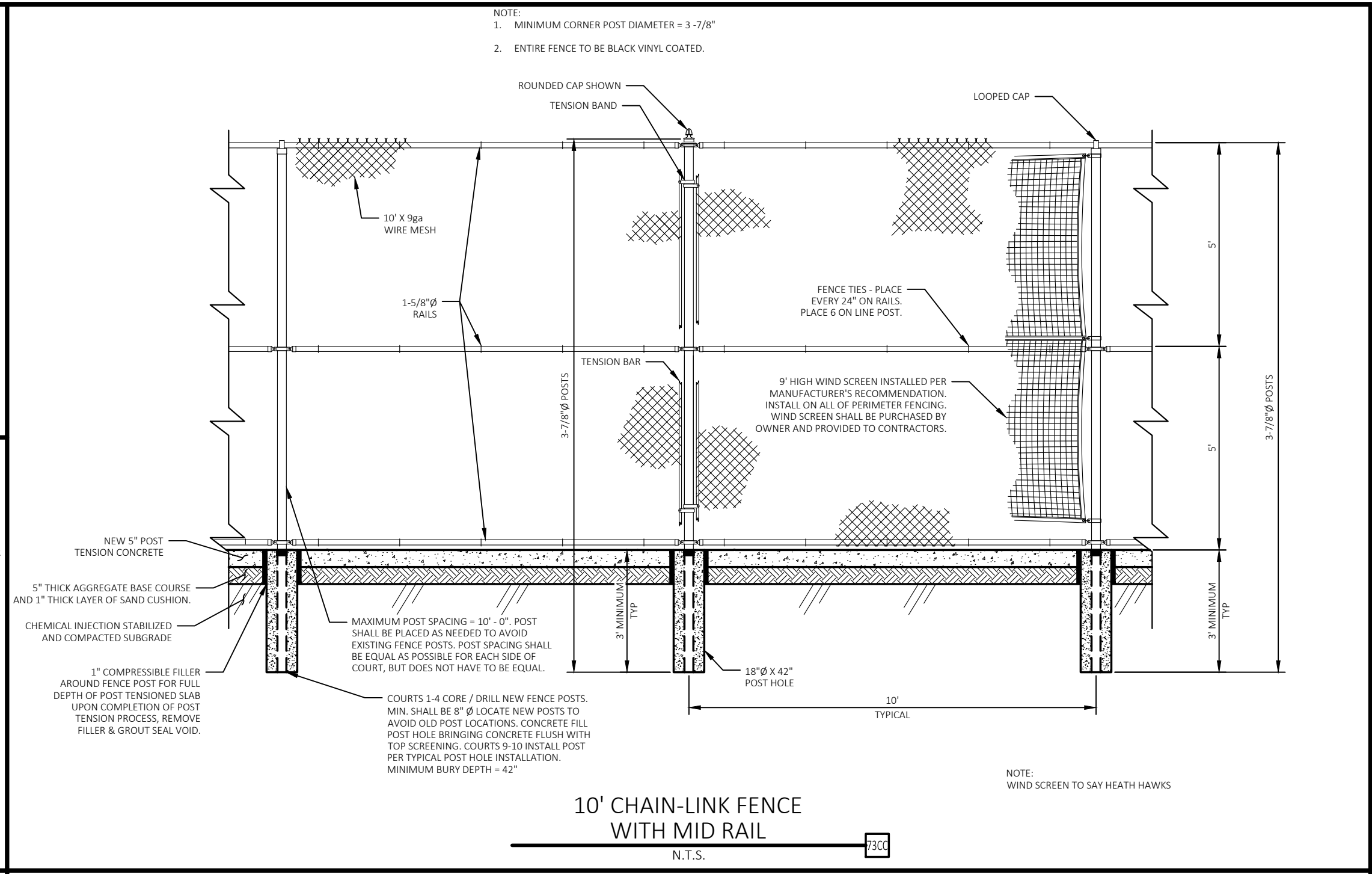
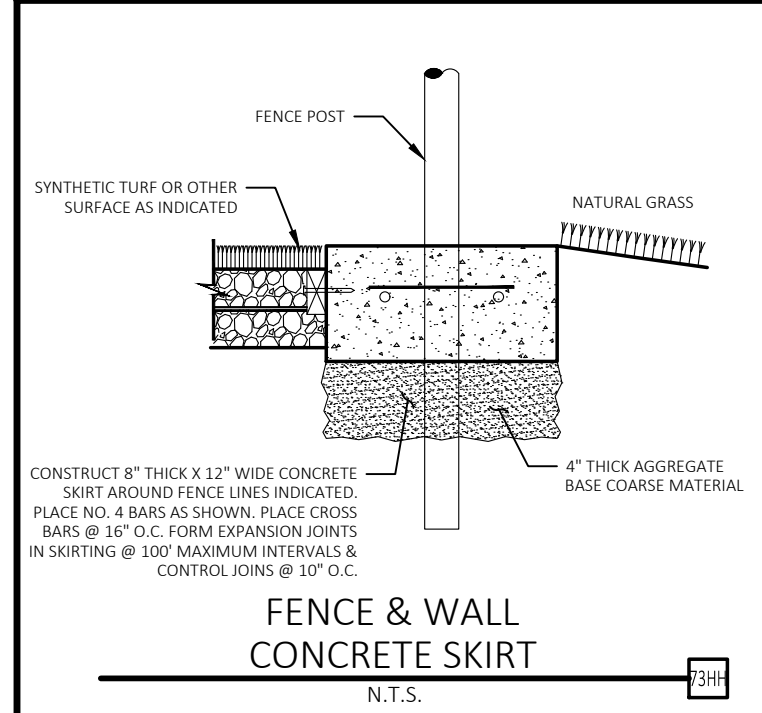
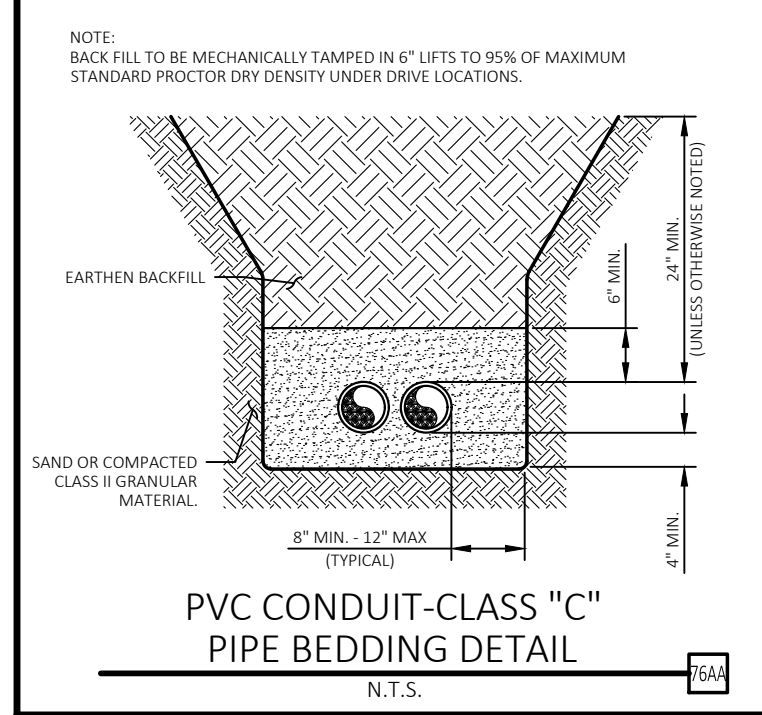
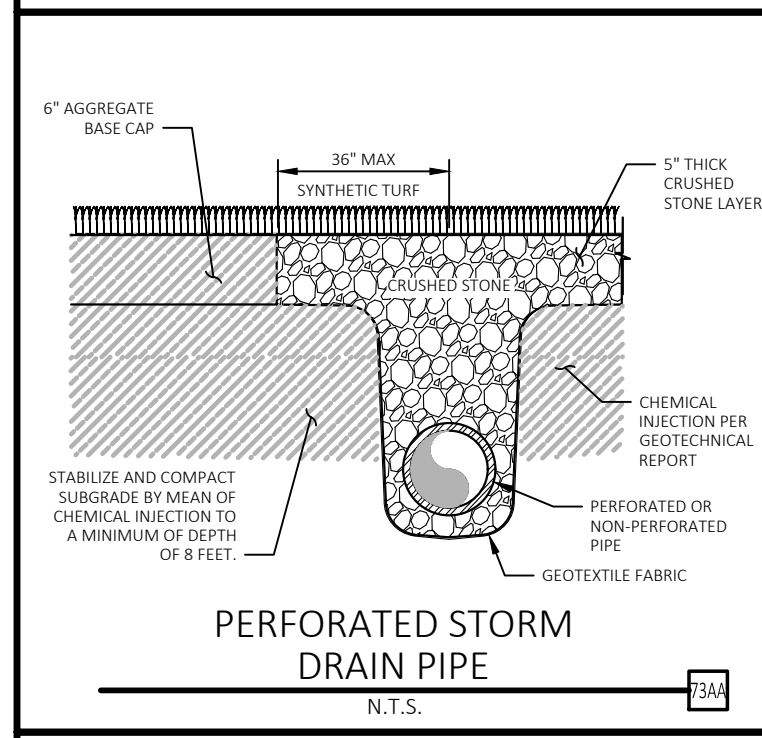
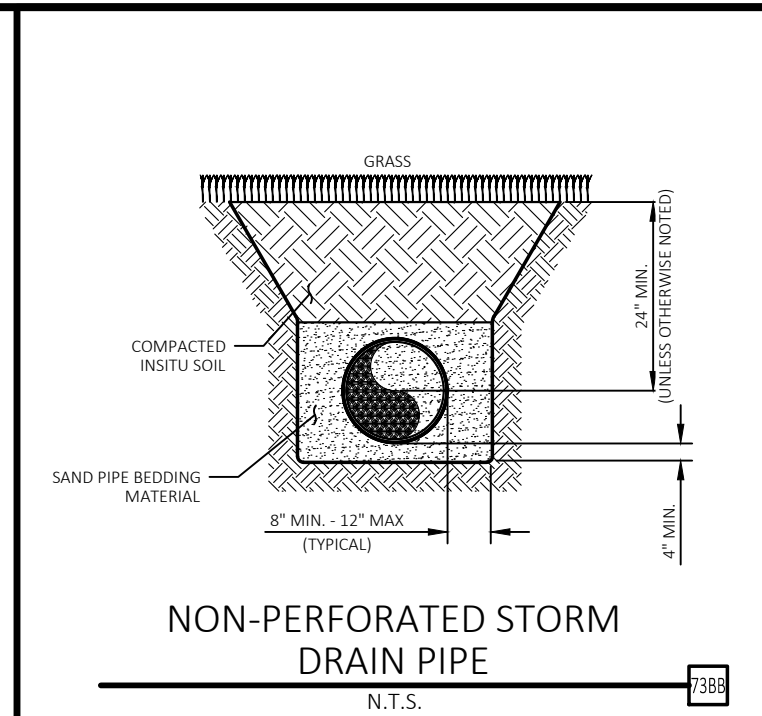
SURFACE PLAN

SHEET TITLE
SHEET NUMBER

C7



CEI ENGINEERING ASSOCIATES, INC. 3030 LBJ FREEWAY, SUITE 100 DALLAS, TX 75234 PHONE: (972) 488-3737 FAX: (972) 488-6732



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HEATH HIGH-SCHOOL SYNTHETIC MULTI-PURPOSE TURF FIELD 801 LAURENCE DR ROCKWALL, TEXAS



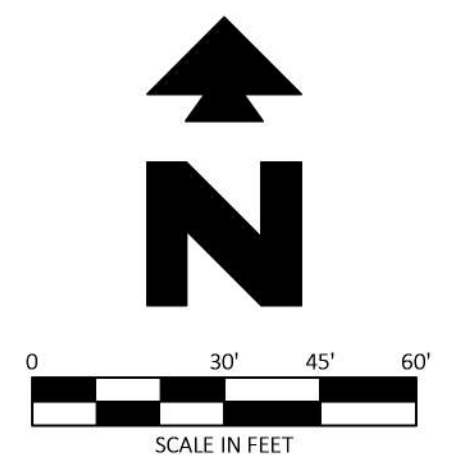
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DETAIL SHEET 1 SHEET TITLE SHEET NUMBER C8



NOTE:
 THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. SITE INFORMATION WAS OBTAINED FROM CLIENT'S DOCUMENTS; DESIGN MAY VARY, DEPENDING ON ACTUAL TOPOGRAPHY, DRAINAGE, SOILS, SURVEY, ETC. THIS ADDITIONAL DATA AND SITE CONDITIONS COULD CAUSE CHANGES IN PARKING RATIOS AND SPACE AVAILABLE FOR DEVELOPMENT, AND MAY INCREASE ESTIMATED DEVELOPMENT COSTS.



CEI ENGINEERING ASSOCIATES, INC.
 3030 LB FREEWAY, SUITE 100
 DALLAS, TX 75234
 PHONE: (972) 488-3737
 FAX: (972) 488-6732

HEATH HIGH-SCHOOL
 SYNTHETIC MULTI-PURPOSE TURF FIELD
 801 LAURENCE DR
 ROCKWALL, TEXAS



2022-08-22

F-7524

PROFESSIONAL OF RECORD	JJB
PROJECT MANAGER	CTH
DESIGNER	ZJH
CEI PROJECT NUMBER	32741
DATE	8/29/2022
REVISION	REV-0

COLOR RENDER

SHEET TITLE

SHEET NUMBER

C10

DRAWING LOCATION - P:\32000\32741_01\DRAWINGS\DESIGN\WORKINGS\32741_CS.DWG - SAVED BY - DDUNKLEY

SHIPPING LABEL

This label should be affixed to the outside of the package when submitted in response to this request.

FROM: _____

SHIP TO: Rockwall Independent School District
 Attn: Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
 BID NUMBER: RFCSP 2223.08-001
 BID TITLE: RHHS MULTI-PURPOSE FIELD
 BID DUE DATE: SEPTEMBER 13, 2022
 TIME DUE: 2:00 P.M. (CST)

-----FOLD OR CUT HERE-----

FROM: _____

SHIP TO: Rockwall Independent School District
 Attn: Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
 BID NUMBER: RFCSP 2223.08-001
 BID TITLE: RHHS MULTI-PURPOSE FIELD
 BID DUE DATE: SEPTEMBER 13, 2022
 TIME DUE: 2:00 P.M. (CST)

-----FOLD OR CUT HERE-----



OFFER FORM

This form should serve as the cover to all responses; failure to sign may result in disqualification.

Bid Number and Title: RFCSP 2223.08-001 RHHS MULT-PURPOSE FIELD
Submittal Due Date and Time: September 13, 2022 – 2:00 P.M. (CST)
Submittal Address: Rockwall Independent School District
 Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, Texas 75087

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

- That he/she is authorized to enter into contractual relationship on behalf of the responding company indicated below;
- That he/she has carefully examined this document in its entirety;
- That he/she proposes to supply any products/services submitted under this solicitation at the prices quoted and in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
- That any all and all exceptions have been noted in writing in the response and that no other exception will be claimed;
- The accuracy of all certifications which accompany this offer;
- The stated organization is an equal opportunity employer;
- That the organization has not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any RISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with RISD's Purchasing personnel; or in any discussions or actions between offer/vendors and any RISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
- That the prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor;
- That notice of award and/or any communication regarding an award will be submitted via RISD and not by any consultant, contractor or other party involved in this solicitation.
- Receipt of Addenda, or lack thereof:
 None: _____ (initial)
 # 1: _____ (initial) # 2: _____ (initial)
 # 3: _____ (initial) # 4: _____ (initial)

Name of Company:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	Fax:



RESPONDENT’S PROPOSAL

The undersigned has carefully examined the Request for Proposals, Contract Documents, Conditions of the Contract, the Specifications, the Drawings and any addenda to the Drawings and Specifications, the site, premises and all conditions affecting the work on the project listed above as prepared by Rockwall ISD. The undersigned proposes to furnish all labor, materials, services and equipment necessary to complete the entire work in strict accordance with the above documents for the following sum:

<u>Description</u>	<u>LS</u>	<u>Amount</u>
Base Bid – RHHS Multi-Purpose Field	1 LS	
Owner’s Contingency	1 LS	\$75,000.00
<i>TOTAL PROJECT PROPOSAL</i>	1 LS	

Respondent’s (Company) Name: _____

Signature: _____

Title: _____



VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	
May we submit orders via email:	
Email address, if different:	

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	
If payment via VISA credit card is accepted, please provide Name, Phone Number and Email for Accounts Receivable contact. Also, please indicate if there is a maximum dollar amount for what you will accept via credit card:	
Contact Information:	Maximum Allowance:

COOPERATIVE AGREEMENTS

If the vendor holds a contract with any of the following, please circle and provide contract number(s) as applicable.

Allied States / Choice Partners / CTPA / DIR / E&I / EPCNT / Houston Galveston Area Council
 NCPA / Omnia / PACE / TASB Buy Board / TIPS-USA



REFERENCE SHEET

Reference 1

School District Name:	
Contact Name:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	

Reference 2

School District Name:	
Contact Name:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	

Reference 3

School District Name:	
Contact Name:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	



VENDOR CERTIFICATIONS

RESIDENT BIDDER

Governmental contract

A contract awarded by a governmental entity for general construction, an improvement, a service or a public works project, or for a purchase of supplies, materials or equipment. (Texas Government Code Section 2252.001(1))

Governmental entity

- The state.
- A board, commission, department, office or other agency in the executive branch of state government, including an institution of higher education as defined by Texas Education Code Section 61.003.
- The Legislature or a legislative agency.
- The Supreme Court, the Court of Criminal Appeals, a court of appeals, the State Bar of Texas or another judicial agency having statewide jurisdiction. (Texas Government Code Section 2252.001(2))

Nonresident bidder

A person whose principal place of business is not in Texas. (Texas Government Code Section 2252.001(3))

Resident bidder

A person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. (Texas Government Code Section 2252.001(4))

Check only one: Resident Bidder Non-Resident Bidder of Texas

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code 44.034. 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."

Publicly-Held Corporation (Notice Not Required)
 Firm is NOT owned or operated by convicted felon
 Firm IS owned or operated by convicted felon

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

Packet DOES contain confidential information, as marked
 Packet DOES NOT contain confidential information



COMMITMENT TO PROVIDE INSURANCE

Bidder will be able to furnish a valid insurance certificate reflecting as Certificate Holder: Rockwall ISD, 1050 Williams Street, Rockwall TX 75087. The vendor shall provide and maintain insurance in a company rated no less than an "A" by A.M. Best Company.

Vendor is aware of all costs to provide insurance, will do so pending contract award, and will provide a valid insurance certificate as describe within this solicitation.

Does vendor agree: Yes No

DEBARMENT OR SUSPENSION CERTIFICATION

This firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *(Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.)*

Does vendor affirm non-debarment/suspension: Yes No

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, respondent shall defend, indemnify and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligation under this contract.

Does vendor affirm: Yes No

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. RISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

Response is in full compliance: Yes No (Deviations must be detailed on a separate page)



CONTRACTOR CERTIFICATION

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students; The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

None of the Contractor's employees are covered employees, as defined above.

Some or all of Contractor's employees are covered employees. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

TOXIC CONTROL COMPLIANCE

Rockwall Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Operations Department. All contractors performing construction projects for RISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded construction project. RISD employees are available to review such Plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning construction.

Certification of non-use of Asbestos and Lead Containing Materials is required by all General and Sub-Contractors for all construction projects, by State and Federal regulations which RISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to Owner before submitting application for final payment.

Does vendor affirm: Yes No



MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal. If so, please provide the Certificate Number and Name of Certifying Agency.

Does vendor claim: Yes No

CERTIFICATION OF HB 89, SECTION 2270.002 TEXAS GOVERNMENT CODE

This section applies to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Does vendor affirm: Yes No

CERTIFICATION OF SB 252, SECTION 2252 TEXAS GOVERNMENT CODE

This section applies to contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

Does vendor affirm: Yes No

CERTIFICATION OF SB 13, SECTION 2274 TEXAS GOVERNMENT CODE

This section applies to contracts that (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity. A governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and *(2) will not boycott energy companies during the term of the contract.

Does vendor affirm: Yes No

CERTIFICATION OF SB 19, SECTION 2274 TEXAS GOVERNMENT CODE

This section applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or direction that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Subsection (b) does not apply to a governmental entity that (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

Does vendor affirm: Yes No



CONFLICT OF INTEREST

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. Forms received by the District become public records immediately and the law requires school districts that maintain web sites to place these records on the District's web site.

The Conflict of Questionnaire must be filed:

No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

The vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh day after the date of an event that would make a statement in the questionnaire incomplete and inaccurate.

Note: A vendor 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.

Completed forms should be sent to:

Rockwall Independent School District Attn.:
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

The Local Government Officers of the Rockwall Independent School District are:

**The Rockwall ISD website provides a list
of Local Government Officers,
Superintendent and other Personnel**

Does vendor claim a conflict of interest: _____ No _____ Yes
If yes, please provide CIQ form (available for download from the Texas Ethics Commission website).

IRS FORM W9

This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service.

Vendor will provide: _____ No _____ Yes



**ROCKWALL INDEPENDENT SCHOOL DISTRICT
STANDARD FORM OWNER/CONTRACTOR AGREEMENT
Heath HS Multipurpose Field**

**ROCKWALL INDEPENDENT SCHOOL DISTRICT
STANDARD FORM OWNER/CONTRACTOR AGREEMENT
Heath HS Multipurpose Field**

THIS AGREEMENT made and entered into on <Month> _____, <Year> by and between the **Rockwall Independent School District** called “**District**,” and **(Insert Name)**, herein called “**Contractor**.”

The Owner’s authorized representative is:

David Carter, CPA
Senior Chief Financial Officer
Rockwall Independent School District
1050 Williams Street
Rockwall, TX 75087
Phone number: (469) 698-7149

The term “Owner” means the Rockwall Independent School District or the Owner’s authorized representative.

And the Contractor is: (Insert Name)

(Insert Address)

(Insert Address)

The Contractor’s authorized representative is: (Insert Name and Title)

Phone number: (Insert Contact Number)

The Project is:

CSP XXXX.XX-XXX

Rockwall ISD is requesting the solicitation of proposals for a turnkey installation of a multipurpose field to be located at the Heath High School campus.

WITNESSETH:

The Owner and Contractor agree as follows:

I. THE CONTRACT DOCUMENTS.

The Contract Documents consist of this Standard form Owner/Contractor Agreement (the "Agreement"), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of this Agreement, the Owner's Request for Proposals and Contractor's Proposal documents submitted in response to such Request, modifications to the Agreement issued and agreed to by the parties subsequent to the execution of this Agreement, and other documents as may be listed in this Agreement. A Modification is (1) a written amendment to the Agreement 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 Owner, Engineer or Owner's Consultant, all of which must be signed by the parties. The Project Manual is a volume assembled for the work that is to be done on or relating to the Project (the "Work") which includes the bidding requirements, sample forms, Conditions of the Contract and Specifications.

In the event of conflict, terms and conditions contained in this Agreement shall take precedence over terms and conditions contained in the Project Manual, and the terms and conditions in the Project Manual, shall take precedence over all other terms and conditions contained in the other Contract Documents, unless specifically agreed otherwise herein.

The Contract Documents form the Contract for 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 Contractor, approved by Owner's Board of Trustees, and signed by the representative of 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 construed 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, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

II. DATE OF COMMENCEMENT, FINAL COMPLETION, AND LIQUIDATED DAMAGES.

A. The date of commencement is the date to be fixed in a written Notice to Proceed (NTP) issued by the Owner, which shall be not later than September 23, 2022. The NTP date is dependent upon the awarded contractor returning executed contracts and insurance/bonds, if required, prior to this date.

B. The Contractor shall achieve Final Completion of the entire Project not later than February 6 ,2023, subject to adjustments as provided in the Contract.

C. The Contractor and his surety or sureties shall be liable for and shall pay to the Owner the sum of \$500.00 per day as fixed, agreed and liquidated damages for each calendar day after the date specified in Paragraph 2(b), as adjusted by written amendment, until Final Completion of the Project. The amount of damage to the Owner for delay in completion of the Project is difficult to ascertain and the amount of liquidated damages per calendar day is reasonable anticipated pecuniary damages for such delay and is not a penalty. Neither an extension of time nor the collection of liquidated damages shall limit or exclude any other right or remedy of the Owner under provisions of the Contract.

III. CONTRACT SUM.

The Owner shall pay the Contractor for the Contractor's full performance of the Contract, the Contract Sum of **(Insert Contract Amount)** (the "Contract Sum") subject to additions, deductions and/or liquidated damages as provided in the Contract.

The Contract Sum contains an Owner's Contingency in the amount of \$75,000.00. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

IV. PROGRESS PAYMENTS.

A. Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner will make progress payments as provided below.

B. Provided an Application for Payment is received and approved by the Owner not later than the twentieth (20th) day of a month, the Owner will make payment of the amount due, less five percent (5%) retainage, to the Contractor not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment in such amount as determined by Owner will be made by the Owner not later than fifty-one (51) days after the Owner receives and approves the Application for Payment.

C. Based on the Owner's observations and evaluations of the Project and the Contractor's Applications for Payment, the Owner will determine the amounts due to Contractor. If Owner determines, in Owner's reasonable discretion, that Contractor's Application for Payment contains discrepancies and/or errors, then Contractor shall resubmit said Application for Payment and the timeframe set forth in Section IV(B) above shall restart and apply from the date of resubmittal.

D. Any payment for undisputed amounts not paid in the time specified in paragraph 4.b. above shall be overdue. An overdue payment bears interest at the legal rate established by the Texas Government Code, §2251.025.

V. FINAL PAYMENT.

A. Final payment, constituting the entire unpaid balance of the Contract Sum (less any offsets or damages as provided in the Contract Documents), will be made by the Owner when:

1. the Contract has been fully performed by the Contractor as determined by Owner and Owner's Engineer or Owner's Consultant, and
2. the completed Project has been accepted by the Rockwall ISD Board of Trustees or its designee.

B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied,
2. a certificate evidencing that the required insurance will remain in force after final payment and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Owner,
4. consent of surety to final payment,
5. other data establishing payment or satisfaction of obligations, such as receipts, 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, and
6. written warranties and other documents required by the Contract and submitted to the Owner's Superintendent of Schools.

C. Acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final Application for Payment.

VI. OBLIGATIONS OF CONTRACTOR.

A. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

Before ordering materials or equipment or commencing the Project, the contractor shall carefully:

1. study and compare the Contract Documents with each other and with other information furnished by Owner,

2. verify all indicated dimensions,
3. take field measurements,
4. verify field conditions, and
5. compare the field measurements and conditions and other information known to the Contractor with the Contract Documents, and verify that there are no impediments to the Project being constructed at the proposed site.

Errors, inconsistencies or omissions discovered shall be reported in writing to the Engineer or Owner's Consultant and Owner at once. In the event that discrepancies occur between ordered material and actual conditions, of which the Engineer or Owner's Consultant and Owner were not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.

B. SUPERVISION AND CONSTRUCTION PROCEDURES.

1. The Contractor shall supervise and direct the Project, 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 Project under the Contract, unless the Contract gives other specific instructions concerning these matters.
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 performing portions of the Project under a contract with the Contractor.
3. On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures as may be required by law, including but not limited to Texas Government Code §2166.303, Texas Health & Safety Code, Subchapter C, §756.021, *et seq.*, and OSHA 1926.652-.653. Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

C. LABOR AND MATERIALS.

1. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free,

tobacco-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 also require adequate and appropriate dress of Contractor's employees, Subcontractors, and all other persons carrying out the Contract.

Contractor further agrees to submit any of its employees, agents, subcontractors or sub-subcontractors or their respective employees and agents, who meet the requirements of a covered employee under Texas Education Code §22.0834, to national criminal history checks or, alternatively, agrees to keep such employees and agents from having any direct contact with students of Owner. Failure to comply with the requirements of Texas Education Code §22.0834 shall constitute an immediate event of default by Contractor. Further, Contractor shall complete the "Contractor Certification" attached hereto as Exhibit "A" before beginning any Work that is the subject of this Agreement.

3. Contractor 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. Owner reserves the right to audit contractor's books and records relevant to all services provided under the Contract Documents. In the event such audit reveals any errors resulting in overpayments by the Owner, Contractor shall refund Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to withhold such amounts owing the Owner from any payments due the Contractor. Contractor shall make such reports and records available to inspection or audit by the Owner and/or its agents within five (5) working days of request by Owner or its agent. Such records shall be maintained by Contractor for at least four (4) years.

D. WARRANTY.

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that work on the Project shall be performed in a good and workmanlike manner, that the Project will be free from defects not inherent in the quality required or permitted, and that the Project will conform with the requirements of the Contract. The contractor shall furnish the Contractor's warranty covering material and workmanship for a period of one year from the commencement date of the substantial completion. Manufacturer's material warranties shall be as issued by each manufacturer and provided in the close-out documentation.

E. TAXES.

The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151 of the Tax Code of the State of Texas. The Contractor may claim exemption from payment of applicable State and Local Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. However, the Contractor shall pay all necessary local, county and state taxes, compensation tax, social security and withholding payments as required by law. **THE CONTRACTOR SHALL**

INDEMNIFY AND SAVE HARMLESS THE OWNER OF AND FROM ALL CLAIMS AND DEMANDS MADE BY FAILURE OF THE CONTRACTOR OR SUBCONTRACTORS TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SAID LAWS AND AMENDMENTS.

F. PERMITS, FEES AND NOTICES.

1. The Contractor shall secure and pay for the building permit and other permits, governmental fees and licenses necessary for proper execution and completion of the Project which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
2. The Contractor shall comply with, give notices and provide certifications as may be required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project including, but not limited to, 19 T.A.C. §61.1036.

G. USE OF SITE.

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract, as designated by the Owner, and shall not unreasonably encumber the site with materials or equipment.

H. CLEANING UP.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Project the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract, the Owner may do so and the cost thereof shall be charged to the Contractor and may be offset against any amounts still owed to the Contractor.

I. INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONSTRUCTION OF THE PROJECT, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR SUBCONTRACTORS OR ANYONE ELSE FOR WHOSE ACTS THEY MAY BE LIABLE, UNLESS SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED SOLELY BY A PARTY INDEMNIFIED HEREUNDER.

THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, OR 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 IN THE PLANS, DESIGNS OR SPECIFICATIONS THAT ARE PART OF THE CONSTRUCTION CONTRACT; AND, (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR, (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE §130.001, ET SEQ.

FURTHER, AND IN ACCORDANCE WITH TEXAS INSURANCE CODE §151.102, AS APPLICABLE, THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT REQUIRE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND THE PARTY(S) INDEMNIFIED HEREUNDER AGAINST A CLAIM CAUSED BY (I) THE NEGLIGENCE OR FAULT, (II) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR (III) THE BREACH OF CONTRACT, OF THE OWNER, ITS AGENT OR EMPLOYEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE OWNER, OTHER THAN THE CONTRACTOR OR ITS AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER.

J. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE PROJECT.

1. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities proposed for each principal portion of the Project, if any. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any proposed person or entity. Failure of the Owner to reply within ten (10) District business days shall constitute notice of no reasonable objection.
2. The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
3. If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.
5. The Contractor shall not subcontract the Project as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility.
6. Communications by and with Subcontractors and material suppliers shall be through the Contractor.
7. The Contract shall not be construed to create a contractual relationship of any kind:
 - a. between the Owner and a Subcontractor or Sub-subcontractor, or
 - b. between any persons or entities other than the Owner and Contractor.

K. WORKERS' COMPENSATION.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' 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 has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §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 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 furnishes persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services 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 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.

The Contractor must provide a certificate of coverage to the Owner 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 Owner showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a 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 (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 certificates of coverage for the duration of the Project and for one year thereafter.

The Contractor shall notify the Owner 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 of its employees providing services on the project for the duration of the Project;
2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
4. Obtain from each other person with whom it contracts, and provide to the Contractor:

- a. A certificate of coverage, prior to the other person beginning work on the Project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
5. Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 6. Notify the Owner 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 Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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 days after receipt of notice of breach from the Owner.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

L. PAYMENT AND PERFORMANCE BONDS.

In accordance with Texas Government Code §2253.021, the Contractor shall furnish, before beginning the Work, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, if the Contract Sum meets or exceeds \$100,000.00, to be used as security of the faithful performance of the Contract. The Contractor shall also furnish, before beginning the Work, a Payment Bond in accordance with Texas Government Code §2253.021, in an amount equal to one hundred percent (100%) of the Contract Sum, if the Contract Sum meets or exceeds \$25,000.00, as security for the payment of all persons

performing labor on the project under this Contract and furnishing materials in connection with the Contract. The Performance Bond, and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements Section 7.19-1, Texas Insurance Code. Proof of such Performance, and Payment shall be submitted to the Superintendent for his inspection and review prior to beginning any Work on the Project.

1. The Contractor shall deliver the required Bonds to the Owner not later than the date set in the Notice to Proceed. All Bonds will be reviewed by the District for compliance with the Contract Documents prior to the start of construction.
2. 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.

M. CONTRACTOR'S INSURANCE.

Contractor shall carry the following insurance with the minimum limits set forth herein. Such insurance must be carried with insurance companies acceptable to Owner. Contractor shall maintain such insurance, at its sole cost and expense, in full force and effect until this Contract has been fully performed, all equipment, implements and machinery of Contractor has been removed from, and all employees, agents, representatives and Subcontractors of Contractor have left Owner's premises, and final payment of the Contract Sum is made, unless any such coverage is required pursuant to the terms of the Contract Documents to be maintained after all of the foregoing items have been completed. Contractor shall cause each insurance company (i) to issue the insurance on an occurrence basis; (ii) to provide defense as additional benefit and not within the limits of liability, (iii) to issue an endorsement to all policies that the policies are primary and that Owner's policies are excess, secondary and noncontributing, (iv) issue an endorsement to all policies to provide a waiver of subrogation in favor of Owner, (v) to issue an endorsement to all policies, except the workers' compensation and employer's liability insurance policies, to include Owner and its trustees, officers, employees, and agents as "additional insureds," and, (vi) to include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of the Contract Documents without providing at least 30 days' advance written notice to Owner. The insurance company or companies shall not exclude from coverage the negligence, of the "additional insureds," unless such negligence is solely attributable to the conduct of an "additional insured." Contractor releases Owner and its trustees, officers, employees and agents from any liability covered by the insurance for which subrogation is waived. Contractor shall provide to Owner at least 30 days' advance written notice of any contemplated cancellation, non-renewal, or material reduction in insurance coverage. Contractor shall provide to Owner a certified copy of any and all insurance policies required in this Contract if Owner requests a copy.

Insurance coverage shall be written for the greater of the following limits or as specified in Owner's RFP/CSP, or as required by law, if greater:

1. Employer's Comprehensive General Liability insurance with minimum limits of \$1,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.
2. Commercial General Liability insurance, including liability for the Project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations, Medical Payments, Bodily Injury, and Property Damage, with minimum limits of \$300,000 per occurrence, \$300,000 general aggregate, \$300,000 products-completed operations aggregate, \$50,000 fire damage (any one fire), and \$5,000 medical expense. Contractor shall obtain an endorsement to each insurance policy to provide aggregate limits per location. Contractor shall cause each insurance company to delete any contractual liability exclusion with respect to the insurance, including insurance coverage for personal injury, hazards of explosion, collapse, fire, and underground property damage.
3. Business Automobile Liability insurance with minimum combined single limits of \$1,000,000. Contractor shall cause each insurance company to provide coverage for liability arising out of the operation of owned, hired, and non-owned vehicles.
4. Contractual Liability insurance with minimum limits of \$1,000,000 per occurrence, and \$1,000,000 general aggregate. Contractor shall obtain an endorsement to each insurance policy to provide aggregate limits per location. The contractual liability insurance shall not be limited to coverage for the Indemnity, Waiver, and Obligation to Defend provisions in this Contract, but, instead, the contractual liability insurance shall cover all of Contractor's obligations to the fullest extent possible under the contractual liability endorsement. Further, the contractual liability insurance shall not limit, in any way, coverage provided to Owner and its trustees, officers, employees, and agents as additional insureds under each of Contractor's insurance policies.
5. Builder's Risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance, in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure 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. Owner shall be a named insured under the policy, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final

Completion. For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500.

6. Umbrella/Excess Liability Insurance with minimum limits of \$1,000,000. Contractor shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the liability coverages required in this Contract, with the same inception and expiration dates as Commercial General Liability insurance, and with coverage that “drops down” for exhausted aggregate limits under liability coverages in this Contract.

Contractor shall provide to Owner before the Work is started and at least 30 days prior to the expiration of a policy or policies of insurance in effect during the term of this Contract a certificate or certificates of insurance evidencing all required insurance in the Contract Documents and acceptable to Owner. All certificates, among other things, shall:

1. Show Owner as a certificate holder.
2. Show Contractor as the Named Insured.
3. Show the names of the insurance companies providing each coverage, the policy numbers of each coverage, and policy dates of each coverage.
4. Show the name of the person providing the certificate and that person’s address and telephone number.
5. Contain the signature of an authorized representative of the person providing the certificate.
6. Show that each insurance company named Owner and its trustees, officers, employees, and agents as additional insureds in each insurance policy.
7. Show the primary status of each insurance policy.
8. Have attached copies of all required endorsements to each insurance policy, and not contain the phrases “endeavor to” and “but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives,” or similar phrases and shall include the commitment that each insurance company shall issue each insurance policy to the named and additional insureds, that each policy is in full force and effect, and that each insurance company shall give to Owner at least 30 days’ advance written notice, by certified mail, return receipt requested in the event of cancellation, non-renewal, or material reduction in coverage of any insurance policy.

Contractor shall not procure an insurance policy or policies with deductibles or self-insured retention in excess of \$10,000 or with an endorsement restricting, limiting, or excluding coverage in any manner without Owner’s prior written approval. Contractor shall pay all deductibles in the insurance that Contractor is required to provide under the Contract Documents.

The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract. This coverage can be afforded by adding Owner as additional insured on general liability insurance coverage.

Contractor's failure to procure and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If Contractor fails to remedy the breach within five (5) days after notice from Owner, Owner may, in addition to any other remedy available to it, at its option, purchase the insurance, at Contractor's expense, or immediately terminate this Contract. Contractor shall Indemnify and Defend Indemnified Persons from and against any Claims Arising from Contractor's failure to procure and/or maintain the insurance.

N. EQUAL EMPLOYMENT OPPORTUNITIES.

Contractor acknowledges that Owner, as an independent school district, is a political subdivision of the State of Texas and has certain requirements concerning equal employment and affirmative action under state and federal law, and shall comply with all applicable laws, regulations and special requirements under such federal and state laws, and the Contract Documents regarding equal employment opportunity and affirmative action programs.

Contractor and Contractor's Subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

VII. OWNER'S RIGHTS AND REMEDIES.

A. OWNER'S RIGHT TO REJECT THE PROJECT AND TO REQUIRE TESTING.

The Owner may reject all or part of the Project which does not conform to the Contract. Whenever the Owner considers it necessary or advisable, the Owner may require additional inspection or testing of the Project. Owner reserves the right to withhold any Progress Payment or portion thereof for any non-conforming or inferior Work, and the cost of any additional testing associated with non-conforming portions of the Work shall be charged to the Contractor and may be offset against any amounts still owed to the Contractor.

B. OWNER'S RIGHT TO STOP THE PROJECT.

If Owner discovers any defective Work, including any portion of Work not constructed in accordance with the Contract Documents, Contractor shall promptly, without cost to the Owner, correct such defective Work. If Contractor fails to commence such corrections within a reasonable period of time, not to exceed thirty (30) days, and does not diligently continue the prosecution of such corrections, or if the Contractor persistently fails to do the Project in accordance with the Contract, the Owner, by written order, may order the Contractor to stop the Project, or any portion thereof, until the cause for such order has been eliminated.

C. OWNER'S RIGHT TO CARRY OUT THE PROJECT.

If the Contractor defaults or neglects to carry out the Project in accordance with the Contract and fails within a seven-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 after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the Owner shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

D. TERMINATION BY THE OWNER FOR CAUSE.

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails to do the work on the Project, or any part thereof, in accordance with the Contract and/or fails to supply enough properly skilled workers or proper materials;
 - b. fails to make prompt payment to Subcontractors or for materials or labor;
 - c. repeatedly disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - d. otherwise is guilty of substantial breach of a provision of the Contract; or
 - e. is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or has a receiver appointed on account of its insolvency.
2. When any of the above reasons exist, the Owner may, but shall not be obligated to, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven days' written notice, terminate employment

of the Contractor and may, but shall not be obligated to, subject to any prior rights of the surety:

- a. take possession of the site and all materials, including tools, and construction equipment and machinery located thereon which have been leased by the Contractor on behalf of the Owner;
- b. accept assignment of subcontracts; and/or
- c. finish the Project by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 7(d)(1) above, the Contractor shall not be entitled to receive further payment until the Project is finished, if at all.

4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Project, such excess shall be paid to the Contractor. If such costs 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 an obligation for payment which shall survive termination of the Contract.

E. TERMINATION BY THE OWNER FOR CONVENIENCE.

The Owner may, for convenience and without cause, terminate the Contract upon not less than seven (7) days' prior written notice to the Contractor. In the event of such termination for convenience and without cause, the Contractor shall be compensated for services performed prior to termination.

F. SUSPENSION BY THE OWNER FOR CONVENIENCE.

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

2. An adjustment may be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

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

VIII. CLAIMS.

A. CLAIMS FOR ADDITIONAL COST.

If the Contractor wishes to make a claim for an increase in the Contract Sum or for extra costs or damages, the Contractor shall give the Owner written notice thereof within five (5) days after the event giving rise to such claim. Such claim will be submitted to the Superintendent of the Rockwall Independent School District, or designee, and that action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made.

B. CLAIMS FOR ADDITIONAL TIME.

1. If the Contractor wishes to make claim to change the date of Final Completion to allow for additional time, the Contractor shall give the Owner written notice thereof within five (5) days following the beginning of any such delay. In the case of a continuing delay only one claim is necessary. Such claim will be submitted to the Superintendent of the Rockwall Independent School District, or designee, and reviewed and approved or denied. Failure by Contractor to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made.

2. If adverse weather conditions are the basis for a claim for additional time, such claim shall be accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to each of the past five (5) years. The guide for average climatological conditions will be the bulletin "Summary of Monthly Normals," for DFW Airport published by the Department of Commerce in cooperation with the National Oceanic & Atmospheric Administration.

IX. MISCELLANEOUS.

A. AUTHORITY OF BOARD.

The Owner is the Rockwall Independent School District, as identified in the Contract Documents. 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 Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board 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 representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee(s) the authority to approve changes to the Work where such changes are within the Owner's Contingency not to exceed \$75,000.00, or will not increase the dates for Substantial or Final Completion by more than zero days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee(s), and notice of such approved changes shall be given to the Board at its next regular meeting; except as

otherwise provided in the Contract Documents, the Architect or Owner's Consultant does not have such authority. Neither Architect or Owner's Consultant 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 Owner's Consultant or Contractor in reliance upon direction from unauthorized persons.

B. HAZARDOUS MATERIALS.

IF HAZARDOUS MATERIALS ARE ENCOUNTERED AS A RESULT OF CONTRACTOR OR ITS SUBCONTRACTORS' IMPORTATION OF SUCH MATERIALS ONTO THE PROJECT SITE, THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE IMPORTATION OF SUCH MATERIALS ONTO THE PROJECT SITE AND/OR CONSTRUCTION WORK IN ANY AREA AFFECTED BY HAZARDOUS MATERIALS.

If hazardous materials are encountered as a result of the Owner's failure to identify or remove hazardous materials prior to the commencement of construction, Owner agrees to (1) release the Contractor and its subcontractors, officers, directors, and employees from any and all claims, damages, losses, or expenses incurred by Owner arising out of or related to the performance of the Construction Work in the area affected by the hazardous material up to and including the time when Contractor first learns of or discovers the existence of the hazardous materials, but not for any additional work done by the Contractor after the identification of such hazardous materials; (2) release the Contractor from any indemnification obligations in this Agreement arising out of or related to the hazardous materials, except to the extent that any such claims, damages, losses, or expenses incurred by Owner arise from Contractor's actions or inaction after the initial discovery and identification of hazardous materials; and (3) extend the contract time by the actual number of days that Contractor is delayed in the completion of the contract arising out of or related to the identification, test, and/or abatement of the hazardous material if Contractor is unable to complete the Project by the scheduled completion date plus any agreed extension under other conditions of the Agreement.

C. IMMIGRATION LAW.

Contractor represents and warrants that all contractors and subcontractors working on this project for Owner will comply with all applicable federal and state immigration laws, and verify all employees' eligibility to work in this country. Further, Contractor shall ensure that all contractors and subcontractors will indemnify the Owner for any damages and legal fees that the Owner incurs as a result of Contractor's and/or any subcontractor's failure to comply with applicable immigration laws.

D. PREVAILING WAGE RATES.

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" provided herein. 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, *et seq.*; Texas Labor Code §62.0512, *et seq.*
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. 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.
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.
5. If no "minimum wage schedule" is provided herein, the Contractor shall use the wage rates determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 USC Section 3141, which can be accessed on the internet at www.gpo.gov/davisbacon/, or determined by any local contractor association, whichever is less.

E. TIME.

1. Time limits stated in the Contract are of the essence. By executing the Agreement, the Contractor confirms that the date selected for Final Completion provides a reasonable period for performing the Project. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Project is to be performed and correlated personal observations with requirements of the Contract.
2. The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion by the date selected for Final Completion.

F. GOVERNING LAW.

This Contract shall be governed by the law of the State of Texas. Venue for any legal action arising out of the Project shall be in a state or federal court, as appropriate, in the county where the Owner's Administrative Offices are located.

G. NO ASSIGNMENT.

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

H. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person or if delivered at or sent by registered or certified mail to the following:

If to Owner:

Superintendent of Schools
Rockwall Independent School District
1050 Williams Street
Rockwall, Texas 75087

and to the Owner's authorized representative at the address set forth above.

David Carter, Senior Chief Financial Officer

If to Contractor:

(Insert Name and Address)

Contractor's authorized representative or, if a corporation, to an officer of the corporation at the address set forth above.

I. RIGHTS AND REMEDIES.

Duties and obligations imposed by the Contract 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.

J. ENTIRE AGREEMENT.

This Agreement and the additional documents identified and referenced herein represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

K. NO ISRAEL BOYCOTT.

Pursuant to the requirements of Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

[the remainder of this page is intentionally left blank]

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the Contractor and one to the Owner.

OWNER:

CONTRACTOR:

Signature

Signature

Date

Date

David Carter, CPA
Senior Chief Financial Officer

(Insert Name)
(Insert Title)

Rockwall Independent School District
1050 Williams Street
Rockwall, Texas 75087

(Insert Company Name)
(Insert Company Address)
(Insert Contact Number)

Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to Rockwall Independent School District (the “District”) that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Contractor”), I certify that [check one]:

- None of Contractor’s employees are *covered employees*, as defined above. Or
- Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:
- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
 - (3) Upon request. Contractor will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Date

Exhibit “A”